#### **BID IDENTIFICATIONNO.:EOI-02/2021-22**

# GOVERNMENT OF ODISHA WORKS DEPARTMENT

#### **EXPRESSION OF INTEREST**

PROVIDING COMPREHENSIVE OPERATION & MAINTENANCE SERVICES FOR NEW BUILDING OF ORISSA HIGHCOURTATCUTTACK.

SUPERINTENDING ENGINEER CUTTACK(R&B)DIVISION-I:CUTTACK

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## EXPRESSIONOFINTERESTFORMAINTENANCEOFNEWBUILDINGOFORISSA HIGH COURTAT CUTTACK.

#### No.2056/Dtd.28/03/2022

Offers invited from specialized agencies are to provide Comprehensive Operation & Maintenance Services for New Building of Orissa HighCourtatCuttack.TheOffersmustreachtheSuperintending Engineer, Cuttack (R&B) Division -I, Cuttack on or before 18.04.2022 at 5.00PM through Registered Post / Speed Post only and will be opened on 19.04.2022 at **11.00AM**. in the Office of the Superintending Engineer, Cuttack (R&B) Division -I, Cuttack . For further details please see our website www.tenders.gov.inor www.odisha.gov.in.

> Sd/-Er.P.K.Majhi SuperintendingEngineer, Cuttack(R&B)Division-I

#### **BySpecialMessanger**

MemoNo.2057 WE/Dtd.28/03/2022

Copy forwarded to the Manager (Publication), I & P.R. Deptt., Government of Odisha, Bhubaneswar with a request to get it published in **2(two)** nos of leading Odiya dailies &1(one) No. Local English daily News paper at an early date for wide circulation. The complementary copy of the News papers connecting the Tender Call Notice may be sent to this office for reference and record.

Enclo:-. Sd/-Er.P.K.Majhi

SuperintendingEngineer, Cuttack(R&B)Division-I

# OFFICE OF THE SUPERINTENDING ENGINEER CUTTACK(R&B)DIVISION-I:CUTTACK

# EXPRESSIONOFINTEREST FORCOMPREHENSIVEOPERATION&MAINTENANCEOFNEWBUILDINGOFORISSAH IGH COURT AT CUTTACK

#### No.2056/Dtd.28/03/2022

The Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, Odisha, invites Expression of Interest for a period of 3(three) years subject to renewal in each year for Comprehensive OperationandMaintenanceServicesof New Buildingof OrissaHigh Court atCuttackinsealed envelope containing two packets. The building is equipped with well furnished 22 nos. of Court RoomsbesidesCourtRoomforHon"bleChiefJusticeat2<sup>nd</sup>floor,ChambersforHon"bleJudges, Registrars, Conference Hall, Library, Rooms for Advocates, Senior Advocates and accommodation for Advocate General.

The Specialized agencies having experience in providing Comprehensive Operation & Maintenance Services & average turn over not less than Rs.50.00 Crores per year and havingmaintenance experience of minimum 5 years in Multi-facility Mechanised Services in Govt. sector High rise Buildings, IT sector, Business centres and Malls ofnot less than 2,50,000 Sqft. Built-up area, out of which a minimum of 2,00,000 Sqft Built-up area experience will be in Govt./ Govt. undertaking, and also having certification of ISO 9001-2015 (Provision of Facility Management Services Including Housekeeping, Engineering, Mechanical, Electrical and Civil Maintenance, Safety Management, Energy Management Services and Supporting Services) and 45000-2018 needonlyto applyforprovidingfollowingComprehensiveOperation &MaintenanceServicesfor theNew Building of Orissa High Court Cuttack.

A.Soft Services	<b>B.EngineeringServices</b>
i.FaçadeCleaning	i.StandbyDieselGenerator
ii.Collectionanddisposalofsolid waste	ii. Pumps
iii.Land scaping	iii.Air Conditioning
iv.HouseKeeping	iv.WaterManagement, Plumbingand
	SewerageSystem,STP(ifinstalled).
v.Helpdesk(Management)	v.FireDetection &Fightingsystem
	vi.Lifts(VerticalMovement)
	vii.InternalElectricalworks
	viii.InternalPaintingworks
	ix.Carpentryworks
	x. Wood polishing&touch-upwork
	xi. EPABXSystem
	xii.CCTV

### xiii.Audio andVideo System

Contd..(P...2)

The New Building of Orissa High Court consists of G+7 storied building with a Basement Floor. Each Floor is of 12000 Sqft. approximately (Carpet area).

The Building is equipped with fire fighting system having hydrant tanks of capacity 2,00,000 Ltrs.(Two Lakh) & automatic D.G. power back up capacity 1.5 MVA in Two nos. of 750 K.V.A each. The premises is provided with a substation of 11/0.433KV and 1250 KVATwo nos. step down transformer. One nos. working transformer & one stand by. The other details are as per the detail handing over inventories. The detailed about buildings, Scope of work, terms & conditions are in Annexure – A, B & C of the schedule respectively. For any further details, please visit our website www.tenders.gov.in

The Firm has to make a provision to keep minimum 5% of each spare to repair & maintenance work but it is 10% for Electrical work of **New Building of Orissa High Court** at Cuttack.

The intended bidder may submit their "Technical Offer" in Packet-I containing the Earnest Money Deposit (EMD) of Rs.5.00 Lakhs in shape of financial instrument like Demand Drafts /Small Savings Certificate / Term Deposit duly pledged in favour of Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, payable at Cuttack, and Bid Cost of Rs.10,000/- (Non refundable) in shape of separate Demand Drafts drawn in favour of the Superintending Engineer, Cuttack (R&B) Division - I, Cuttack from any Nationalised / Scheduled Bank and payable at Cuttack. and "Financial Offer"in "Packet - II" containing Operation & Maintenance Services charges for the scope of work as per Annexure A, B, C & D with the cost Break-upand both the packets to be put inside in one sealed enveloped superscribing on the top "Expression ofInterest for Comprehensive Operation and Maintenance Services of New Building of OrissaHigh Court, Cuttack" so as to reach the Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, Odisha on or before 18.04.2022 during office hours through Registered Post / Speed Post only. The Technical Offer of the firms will be opened on 19.04.2022 at 11.00AM in the Office of Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, Odisha in presence of bidders or their authorized representatives who ever intends to remain present during the opening. If the office happens to be closed on the date of receipt of the bids or opening of bids as specified, the bids will be received and opened on the next working day at the same time and venue. The Financial Offer will be opened only of technically qualified bidders on the day of opening of technical offer or any other day on intimation to the bidders. The undersigned will not be responsible foranyloss, damage or delay, if any,in deliveryof the documents or non-receipt of the same.A Pre-Bid meeting will be held on 11.04.2022 at 11.00AM in the Office Chamber of Superintending Engineer, Cuttack (R&B) Division -I, Cuttack for further clarification.

Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, Odisha reserves the right to cancel any or all the bids without assigning any reason thereof.

Sd/-Er.P.K.Majhi Superintending Engineer Cuttack(R&B)Division-I

#### **BySpecialMessanger**

MemoNo. 2057 /Dtd.28/03/2022

Copy forwarded to the Manager (Publication), I & P.R. Deptt., Government of Odisha, Bhubaneswar with a request to get it published in **2(two) nos of leading Odiya dailies &1(one) No. Local English daily** News paper at an early date for widecirculation. The complementary copy of the News papers connecting the Tender Call Notice may be sent to this office for reference and record.

Enclo:-CD-1no.

Sd/-Er.P.K.Maihi

Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2058 /Dtd.28/03/2022

CopysubmittedtotheD.G.M.andHead,StatePortalGroupI.T.Centre,StateSecretariat,Bhubaneswar-751001 for information and necessary action.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2059 /Dtd.28/03/2022

CopytoDirector,PrintingStationary&Publication,Odisha,Madhupatna,Cuttackforinformationand necessaryaction.

Sd/-Er.P.K.Majhi

Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2060 /Dtd.28/03/2022

CopysubmittedtotheCommissioner-cum-Secretary,WorksDeptt.,Odisha/ChiefEngineer, D.P.I & Roads, Odisha, BBSR / Chief Engineer, Buildings, Odisha, BBSR/ Chief Engineer, OSD, Buildings, Odisha, BBSR / Chief Construction Engineer, Cuttack (R&B) Circle, Cuttack for favour of kind information.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2061 /Dtd.28/03/2022

Copy to Collector, Cuttack / Commissioner, Cuttack Municipal Corporation, Cuttack/ Superintending Engineer(Irrgn.)Eastern Circle, Cuttack/ Executive Engineer, N.H. Division -I, Cuttack / Executive Engineer, G.E.D. NO.II, Cuttack / Executive Engineer, GPHD No.I, BBSR /Tahasildar, Cuttack for wide circulation.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2062 /Dtd.28/03/2022

Copy to Deputy Commissioner of Police, Cuttack / Inspector-in-Charge, Cantonment Police Station, Cuttack for information and necessary action and to provide security during the period of opening of the tender at the office mentioned in List of works.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2063 /Dtd.28/03/2022

CopytoallSub-DivisionalOfficers/Sr.Divnl.AccountsOfficer/A.EE.(Estr.)/ A.E. (Estr)/AllJr.Engineers/ Head Clerk / Divisional Cashier for information and necessary action.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

MemoNo. 2064 /Dtd.28/03/2022

CopytoOfficeNoticeBoard/NoticeBoardofAll(R&B)Sub-Division-lunderthisDivision-I/Tender

NoticeGuardfile.

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

#### $\underline{Expression of Interest Schedule}$

Sl.	Items	Date&Time
No.		
1.	AvailabilityofBiddocumentsinthewebsite:- www.tenders.gov.in / www.odisha.gov.in	04.04.2022 to 18.04.2022
2.	Pre-Bidmeeting	11.04.2022
3.	Lastdateofsubmissionofbid	18.04.2022
4.	Openingoftechnicalbid	19.04.2022
5.	Openingoffinancial bid	

Sd/-Er.P.K.Majhi Superintending Engineer, Cuttack(R&B)Division-I

#### **Eligibility Criteria**

The Bidders eligible to participate in this EOI should fulfill the following Criteria:

#### # Criteria

#### **Required Documents**

Self-attested copies of

#### 1. Technical Criteria

- 1.1 The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:
- a) Relevant contracts or Work Orders or
- Three similar completed Facility
   Management Services of annualized value
   not less than INR 4 crore each
- b) Completion certificate from their clients/employers, regarding successful completion of the services.

Agreement containing the scope of

services, the value of the contract or

Work Order or Agreement; and

OR

 c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers

ii) Two similar completed Facility
Management Services of annualized value
not less than INR 5 crore each

OR

iii) Single similar completed Facility

Management Service of annualized value

not less than INR 8 crore

d) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted

#### Note:

- a. "Facility Management Services" shall mean services related to:
  - Cleaning & sweeping/ garbage collection/ pest control, laundry;

#	Criteria	Required Documents
1.2	2. Garden & Park Maintenance 3. Electrical / mechanical /civil maintenance 4. Any other combination of the activities listed down at # 1 to 3  The Bidder shall have at least 5 (Five) years of experience in providing Facility Management Services in State or Central Government organizations/ PSUs / IT sector, Business centers and Malls not less than 2,50,000 Sqft.	Self-attested copies of a) Relevant contracts or Work Orders or
		uncertain terms, mention the scope of work delivered, and the value of the work executed till that point in time)
1.3	The Bidder should have a minimum strength of 1,000 workers under its payroll.	'Copy of latest Electronic Challan Cum Return of EPF to be enclosed
		'Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders
		payroll (as on date of tender) shall also

#	Criteria	Required Documents
		be considered as valid supporting document.  However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt.
1.4	The Bidder must have minimum quality certification of ISO 9001: 2015, ISO 45001:2018/ OHSAS certification, Facility Management System ISO 41001: 2018	Certificate copies should be submitted,     and it should be valid till the date of     Publication of EOI.
2.	<ul> <li>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 50 crore per year</li> <li>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</li> <li>Note:</li> <li>a. Applicable 3 (three) years – FY 2018-19, FY 2019-20 and FY 2020-21.</li> </ul>	a) Copies of audited financial statements b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.
3.	Other Criteria	
	3.1 The Bidder should be registered under appropriate authority: (i)Indian Companies Act 2013 (ii)Indian Partnership Act 1932 (iii)The Societies Registration Act 1860 (iv)Limited Liability Partnership Act 2008 Copy of certificates of incorporation/ Registration issued by the competent authority to be furnished.	Copies of  Certificate of Incorporation  Memorandum of Association  Articles of Association
3.2	The Bidder should have valid PAN and GSTIN registration	<ul><li>Copy of PAN</li><li>Copy of GST registration certificate</li></ul>

#	Criteria	Required Documents
3.3.	The Bidder should not have been banned/blacklisted by Department of PWD Govt. of Odisha or anygovernment agency or any PSU as on the date of submission of Bid	Declaration to this effect.
3.4	Tender Document Cost, EMD and Power of Attorney	<ul><li>a) Proof of payment of Tender</li><li>Document Cost</li><li>B) Power of Attorney in favour of the Authorized Signatory of the Bidder.</li></ul>
3.5	The Bidder should have an office in Odisha as on the date of submission of Bid	Relevant GST registration document
3.6	The Bidder ought to have been covered by the labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate
3.7	The Bidder whose Contract/Agreement with Department of PWD Govt. of Odisha had been terminated /failed to performwill not be eligible to participate in thebidding. Decision of Department of PWD Govt. of Odisha in this regard is final& binding on all such entities.	Self- Declaration to be submitted.

#### <u>Note</u>

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

#### **PROFILEOFORGANISATION**

1	NameoftheFirm/Organisation	>
2.	StatusoftheFirm/Organisation ( support the documents)	<ul> <li>Proprietary/Partnership/Company/ Government / Joint Venture / Other (Specify)</li> </ul>
3.	Registration/LicenceNo.ofthe Firm / or Organisation	>
4.	PostalAddress	>
5.	OfficialAddresswithFAX& Email ID	>
6.	Year of Establishment	>
7.	Activities/ServiceOffered	>
8.	PAN	>
9.	GSTIN	>
10.	EPFRegistrationNo.	>
11.	ESICRegistrationNo.	>
12.	Odisha GoodandServiceTax Registration details	>
13.	Labour License No.	>

Date :- Place :-

Signature of authorised signatory with seal

Note: -If the agency is not having details of any itemmentioned above please quotere as on for the same.

# TechnicalProposalTemplate CoveringLetter

To

The Superintending Engineer, Cuttack(R&B)Division-I, Cuttack. OfficePh/FaxNo.0671-2304128

Sub:- SubmissionoftechnicalbidforNewBuildingofOrissaHighCourt, Cuttack.

DearSir,

We the undersigned offer to provide .......with your Expression of Interest (EOI) dtd.< insert date >& our proposal.We are hereby submitting our proposal which includes this Technical bid & the Financial Bid in a separate envelope.

We hereby declare that all the information & statements made in this Technical Bid are true & accept that any misappropriation contained in it may lead to our disqualification.

Weundertakeifourproposalisacceptedtoinitiatetheimplementationservicesrelatedtothe assignment not later than the date indicated in the schedule.

Weagreetoabidebyall theterms&conditionsoftheEOIdocument.We wouldholdthe terms of our bid valid for 180 days as stipulated in the EOI document.

Weunderstand youarenotboundtoacceptanyproposalyoureceive. Yours sincerely,

AuthorisedSignature/infull&intial
Name &TitleofSignatory
Nameoffirm&Address
Date :-

## FinancialProposalTemplate CoveringLetter

To:

The Superintending Engineer, Cuttack(R&B)Division-I, Cuttack. OfficePh/FaxNo.0671-2304128

#### Subject: Submission of the Financial bid for New Building of Orissa High Court, Cuttack.

DearSir,

We, the undersigned, offerto provide XXXXXXXXXXXXXXI naccordance with your EOI dated << Date >> and our Proposal (Technical and Financial Proposals). Our attached

FinancialProposalisforthesumof<<*Amountinwordsandfigures*>>.This amount is inclusive of the local taxes but excluding GST.

#### 1. PRICEANDVALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the EOI documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 **calendar days** from the date of opening of the Bid.

We hereby confirm that our prices include all taxes (excluding service tax) However, all thetaxes are quoted separately under relevant sections.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

#### 2. UNITRATES

We haveindicated in therelevantformsenclosed, the unitratesforthe purposeofonaccount ofpaymentaswellasforpriceadjustmentincaseofanyincreaseto/decreasefromthescope of work under the contract.

#### 3. BIDPRICE

- (i) We declare that our Bid Price is for the entire scope of the work as specified in the EOI document. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.
- (ii) X X X X

Thanking you, Yourssincerely,

Authorized Signature:

NameandTitleofSignatory: Name of Firm:

Address:

		Form of Bid Security Declaration	
	Letter	head of the Bid –	
	Date		
	Bid No	o.	
	То		
	(Insert	t complete name and address of the Authority/Employer/Tender Inviting Authority)	
	We, th	ne undersigned declare that:	
	1.	We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.	
	2.	We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelmen and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions because we:	
		<ul> <li>Have withdrawn out Bid prior to the expiry date of the bid validity specified in the letter of Bid of any extended date provided by us; or</li> <li>Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,</li> <li>(i) Failure of use to furnish the Performance Security and Additional Performance Security, in required in accordance ITB/Terms of the Bid Document, or</li> <li>(ii) Fail to agree to the decisions of the contract negotiation meeting or</li> <li>(iii) Failure refuse to execute the Contract.</li> </ul>	
	earlier	nderstand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the of your notification of the name of the successful Bidder through award of contract; or (ii) after the date of the Bid validity.	
Nar	ne of t	he Bidder	
Nar	ne of t	he person duly authorized to sign the Bid on behalf of the Bidder	
Title	e of the	e person signing the Bid	
		of the person named above	
Dat	e sign	ed day of	

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

• Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid. [Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid]

## Annexure-A

# DetailsofNewBuildingof Orissa High Court

#### Annexure-A

# $\label{lem:cont} Details of New Building of Orissa High Court\\ The Details of New Building of Orissa High Court is as follows: -$

Thedetailsas follows:	
TotalSuperbuiltupArea	1,68,000Sft.
TotalCarpetArea	1,08,000Sft.
CommonArea	40,500Sft.
BasementParking	19,237Sft.
StructuralGlazing	70000 Sft.
AluminumCompositePanel	70000 510
AluminumWindows	
DrinkingWater Sump	100000Ltrs.Capacity
OverHeadTankfordrinking water	50000Ltrs.Capacity
OverHeadTankforfire fighting	20000Ltrs.Capacity
FireHydrantSump	20000Ltrs.Capacity
NumberofToilets:-	75Nos.havingNonglazedceramic
• Toilets	tilesfloor&WallwithP.H.fittings&
Tollets	fixtures.
TypeofFlooring	IIIVAIVO.
Vitrified	
DadoVitrified	
Wall cladding of Judges and Common  Committee Committee Common aloud in a	
Corridor Granite & wooden cladding	
<ul> <li>Conference Halls Having vitrified flooring &amp; Aluminum Windows.</li> </ul>	
PorticoFlooringAntiskidtiles	
Pavementcementconcrete&blocks	
D.G.equippedwith02Nos	
750K.V.A.eachD.G.&accessories	
Pump House with a Mazomanie floor equipped with	
2no centrifugal pumps 15 H.P.capacity each & 2 nos	
of submersible pumps of 7.5 H.P each located outside	
& 1 nos. of Jocky pumps 15H.P & 01 nos. of	
hydrantpumpsofcapacity100H.P.125HP	
Diesel engine Coupled Pump with electrical panel	
and other accessories.	
SubstationyardArea	1016Sft.
FrontLawn&Plantation	1010511.
LawnAreawithplanterBoxes	
*	04ofGISheetBoxwithinternal
SignageBoard	illumination withlettersize1200mm.
Centralized A/C Systems of capacity 255 TR 03 nos.	765TRA/Cplantswithaccessories.
A.C. plants & 16 nos. of AHU in	
differentfloors&03nos.ofcoolingtowers	
(located Roof top) and 3.0 TR Split type Air-	
conditioner with Fan coil Unit 60 nos.	

Note:(i)Areavariationis±10%.

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

# Annexure-B Scopeofwork

Annexure - B ScopeofWork
ThedetailedscopeofservicesthattheFirmwouldbecontractuallyobligedto deliver has been detailed as per the following.

Area	DesiredOutput
	A-SOFTSERVICE
A)(i).FacadeCleaning(Inside&Outside)	A-SOFTSERVICE     Spot cleaning and removing obvious marks.     Thoroughly cleaning both sides of internal glass in doors and partitions including frames and sills.     Spot cleaning of glass throughout the buildings.     Removal of grease marks or finger prints glass counters and partitions windows & structural glazing.     Thoroughly cleaning of external surfaces of structural glazingquarterly basis.     Dusting windowsills and blinds asand when required.     External Glass Facade/ Metal & GraniteCleaning— MinimumOncein a month Cleaning of the externalglass façade, Metal & Granite claddingof the buildingas mentioned above will be carried out throughout the month with a dedicated set of workers and equipment. A minimum of one complete cleaning of the building per month shall be carried out. It shall be ensured that the external façade is in an immaculate condition at all times as can be expected in the best corporatehouses.     Standard and best quality cleaning material will be used for cleaning.     Standard and certified access equipment with appropriate safety devices shall be used for External Glass Façade / Metal & Granite cleaning.     Safety measures for cleaning insurance will be taken by the firm, Helmets and Safety belts will be provided to execute the work. Only trained
	cleaning personnel are to be employed .and work to be carried out under expert supervision.  Work shall be executed in such a manner as to cause no inconvenience to Clients and their regular operation.

(A)(ii).Garbagecollection/Disposal.	<ul> <li>The Firm will arrange to cover all workmen with accident insuranceand all other rules as per the Workmen Compensation Act and other applicable Acts shall be strictly adhered to.</li> <li>Care will be taken to ensure that absolutely nodamage isdone toglass or aluminum composite panel during cleaning operations, if any damage is done to glass, costs for replacement of the same including inconveniencecosts shall be borne by thefirmordeductedfrombills payable.</li> <li>Empty all garbage containers, wipe clean and replace liners.</li> <li>Collect the waste papers, empty the garbage drums, waster paper baskets and arrange to carry away from the premises to the common garbage dump.</li> </ul>
(A)(iii).Garden&LawnMaintenance	Maintenance and Upkeep of lawns, plants, trees, creepers, indoor pots & plants by doing the following:  • Watering,pumping& mowing.  • Trimmingconsideringshape.  • Trimmingofunwanted branches.  • Replacementofplants,if required.  • Gapfilling  • Looseningof soil.  • Stakingifrequired.  • Paintingofpots.  • Regular use of insecticides and Pesticides to control infection to plants.  • Providing flower arrangements for special occasions.

#### (A) (iv). Housekeeping.

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

- Thoroughlycleaning of glass or other doors, surrounding areas, window ledges, partitions, visible glass and approaches.
- Thoroughly cleaning of all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc.
- Wiping of all ledges and surfaceswith a natural detergent and cloth, spot clean and remove all obvious stains. All should be free from dust and stains.
- Spotcleaning of glass.

- Cleaning of pavements entire premises maintain a dust free environment.
- Sweeping clean of debris from walkways and drive ways & terrace&hosecleanthem duringappropriate climate condition.
- This service is effective against cockroaches. silverfish. crickets. psocids, Rats etc. The treatment comprises of thorough monthly insecticide sprays of entire premises. The chemical in use will have knock down effect to kill pest instantly and residual action to take care of the premises during the intervening period. While spraying, our operator shallpayspecialattentioninallnooks and corners and other vulnerable places harboring insect pests.
- All the staircases from the Ground floor to the terrace.
- Theterracesat alllevels.
- Entrancelobbyineachwing.
- Parkingatgroundfloorlevel.
- Compoundareaofthe building.
- ServiceDucts&Commontoilets.
- Elevators&Machinerooms.
- Watchmen rooms, Meter rooms. Telephonerooms, Pumprooms and any ro omswhichmaynot have been mentioned here specifically but nevertheless is accessible in building and isunder the control of the Owner. Inthe above description the common area would necessarilymean any area in the building thathas not been leased out but excludes carpet area on all floors.
- The house-keeping service to be provided in the building will include maintenance by keeping the entire areas mentioned above in totally clean, dust free and hygienic conditions. Particular care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas are maintained inhygienic & immaculately clean condition.

- Cleaning Service areas (as required vacuum cleaning) of all floors, walls & ceilings minimum twice a day.
- Scrubbing & wet mopping of hard finished floors & walls to remove dust, stains and any kind of dirt andto maintain these in highly polished condition as original.
- Cleaning & scrubbing of all joints in flooring & walls (where applicable)to ensure that no dirt & dust depositin the same.
- Too sweep all floors, terraces, walls& ceilings to remove all dust,garbage.
- To dispose off the garbage collected tomunicipalgarbagecollection place within the complex (Once a day).
- To clean lifts internal areas and common toilets daily.
- To clean lifts and common toilet areas.
- Sweeping all the floor areas, including damp mopping of areas such as tiles, staircases elevatorfloors, sidewalls & entrance areas. Floors shall be free of dirt, mud, footprints, liquid spills & otherdebris. During inclement weather conditions the frequency may be higher than once per day. When completed the floors shall have a uniform appearance with no streaks, smears, swirl marks, detergents, residues or any evidence of remaining dirt of standing water. After sweeping all the tiles floors, area must be scrubbed clean.
- Through cleaning of toilets at scheduledintervalswith suitablenonabrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.
- Clearing of glasses at entrance doors and windows of common areas with window squeeze and applicators.
- Removal of any grease marks or finger prints from the walls, doors, doorframes, windows and window frames and security booths, glass counters and partitions. The cleaning

- shall be done using approved all purpose cleaner and lint free cloth or paper towels.
- Removal of Trash or Garbage to the designated areas in the complex. This shall further be moved to main dump pits in the complex, keep dump area reasonably in a clean condition.
- Sweeping of debris from walkways and driveways and hose clean them duringappropriateclimaticand water use conditions.
- All dustbins from the office areas must be scrub cleaned.
- Dusting windowsills from common areas of the floor exits.
- Mechanicalsweepingequipmentshall be used for sweeping of compounds daily.
- Wet Floor scrubbing machine for granite / marble floors in the internal lobbies should be used weekly.
- Jet pressure machine for cleaning of the compounds/car parks shall beused weekly.
- Mechanicalsweepingequipmentshall be used for sweeping of compounds daily.

(A)(iv).	(b) Toilets and fixtures(Both Lobby& Area)	bathroom & Service	
			<ul> <li>Remove all wetness on floor and slabs.</li> <li>Checkforodourquality.</li> <li>Preparation of inventory of fitting &amp; fixtures. Ensuring availability of minor critical spares such as washer, connection pipe, waste pipe etc. for timely repair within cost of Rs. 500/</li> <li>Replacement of major fixtures &amp; fittings such as WHB, Ceistern, CP, bib cock / stop cock should be made asperrequirementonreceiptfrom J.E. P.H. through proper acknowledgment.</li> <li>Useair-freshenersanddeodorizers.</li> <li>Paperbinswouldbecleanedand sanitized.</li> <li>Allwashroomdustbinswouldbe thoroughly cleaned and sanitized.</li> <li>Thoroughwashingofallwallsand doorsofalltoiletswithappropriate detergentand disinfect.</li> </ul>
(A)(iv).	(c) Fixtures, fittin furniture(allareasincludoffices)	_	Wipingwithuserfriendlyneutral detergent cloth and spot cleaning.

(A)(iv). (d)Lowlevelsurfaces	Wipingall surfaces with userfriendly neutraldetergentcloth, spotcleanand removeany obvious stains.
(A)(iv). (e)Highlevelsurfaces	<ul> <li>Wipingall surfaces with userfriendly neutraldetergentcloth, spotcleanand remove any obvious stains.</li> <li>Removecobwebsastheyappear.</li> </ul>
(A)(iv). (f)Ceiling	Removecobwebsastheyappear.
(A)(iv). (g)Walls,skirting.	Washing with auser friendly neutral detergent.
(A)(iv). (h)HardFloors.	<ul> <li>Thoroughlysweepwith a dust mop.</li> <li>Wetmopwithaneutraldetergent, removing all marks, stains.</li> <li>Buffwith apolisher.</li> <li>Vacuum sliding door tracks. Thoroughly vacuum with a filtered machine, details corners, edges and sliding door tracks.</li> <li>Spotvacuum,removestains,spillages etc.</li> <li>Any chair, trash receptacles, and easily moveable items, shall bemovedtovacuumunderneath,and thenreplacedintheoriginalposition.</li> </ul>
(A)(v). HelpDesk	<ul> <li>Helpdeskservicestobeprovided from morning 9.00 A.M to 6.00 P.M.</li> <li>Help desk has to record the complaints raised by the occupants and closely monitor the solution ofthe complaints.</li> <li>Providing information regarding the occupants to visitors and to perform public relation counter &amp; close liasioningwithoccupants&amp;Facility ManagementPersonnel.</li> </ul>

(B)(i)

## StandbyDG,DGsetsAssociated panel boards & HSD Storage Facilities.

- DG sets as mentioned above to start and stop as per the requirement or Schedules that will be given to the firm by the maintenance in charge of High Court Towers, HIGH COURT , Cuttack.
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported / rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- To coordinate with the external and internal customer to facilitate smooth functioning of the DG Sets.
- To carry out day to day maintenance work as per activity chart that shallbe formatted by the firm and got approved by the Maintenance in chargeofHighCourtTowers,HIGH COURT, Cuttack, whichshall cover the following:
- Batterycheckfor electrolytelevel.
- Specificgravitycheck.
- Oillevelandtemperaturecheck.
- FuelLeak.
- CoolingHosecheck.
- Oilpressurecheck.
- Voltageandcurrentcheckineach phase.
- Enginerunhourand RPM.
- KWHgenerated.
- Checking general functioning of all gadgets observe noise and vibration levels.
- Regular visual inspection of all mechanical drives.
- Log all running parameters once every hour. If required for any interval as per direction of Incharge of High Court Towers, HIGH COURT, Cuttack.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe workingofallequipmentandtoensure

that no equipment suffers from breakdown, loss of performance wear and tear or any other Prepare inventory of spares and ensure that critical spares are always available. ensure that all meters workingconditionandallequipment is working according to the design parameters given in O&M Manual. To ensure that all equipment / plants has sequential running and all equipment, pumps including the standbyequipment work on operating time equalization basis. Toensure thatminimum oneday fuel for continuousrunningofall DG"s is always available andkeep record of diesel/oil consumption and maintain the record. To keep records of diesel receiptsand consumption for future reference. (B)(ii). Maintenance of the automatic panels of the Water Pumps Regular routine maintenance of the pumps control panel board and associated equipment, pressuregauges etc. Coordination with the OEM as and when required ensuring trouble free and smoothing operations and no disruption in water supply to the clients. Logging of all maintenance data inthe approved formats. Follow-up for the AMC of DG equipments withappropriate agency appointed for High Court & coordination with AMC agency for trouble free operation. Ensuring that the equipment is functioning as per the design parameters. Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipmentand to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other Repair &rewindingofpump setsat the time of burnt out including lowering of stand by pumping sets without disruption of water supply.

Prepare inventory of spares and ensure thatcriticalsparesare alwaysavailable. To ensure that all meters are in working condition and all equipment is working according to the design parameters given in O&M Manual. To ensure that all equipment / plants has sequential running and all equipment, pumps including the standbyequipment work on operating timeequalizationbasis. (B)(iii). Operation of 1350 TR A/C as per the HVAC, Airconditioning & its schedule time. accessories & AHU"S. Thoroughly wipe with an appropriate user friendly detergent and cloth and keep also free from dust, also wipe area surrounding the AHU vent. OperationofallAHU&attendingthe complaint of AC. Record of room temperature in every module in every day & maintaining the register on it. Follow-up for the AMC of Aircondition equipments withappropriate agency appointed for High Court & coordination with AMC agency for trouble free operation. Airconditioning system underO&M to start and stop as perrequirement or schedules that will be given to you by the Maintenance In- charge of High Court Towers, HIGH COURT Cuttack. Unhealthy systems, abnormalities in performanceormalfunctioningif will be reported/rectified withina reasonable time period and help support OEM engineer for rectification work if required. Facility Manager / Supervisor shall generate daily weekly and monthly covering energy reports the consumption, daily service requests, faults attended, routine and break down maintenance. Regular visual inspection of all mechanical drives. Log all air conditioning parameters everyhour. Check all the air-conditioning equipment for any sign of external leaks,checkandpreventleaksfrom glands, valves and pipelines and stop

	thesameimmediately.
	<ul> <li>Check clean and maintain pumps including oiling greasing and gland packing as per requirement and clean all filters once in a week.</li> </ul>
	Check and record all electrical parameters viz voltage, current, frequency, power factor, KWH on all
	<ul><li>panels in your scope.</li><li>To keep record of energy consumption</li></ul>
	<ul><li>and prepare record of clients energy consumption.</li><li>Prepare log sheets for routine</li></ul>
	maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipmentand to ensure that no equipment suffers from
	<ul><li>breakdown, loss of performance wear and tear or any other damage.</li><li>Prepare inventory of spares and ensure</li></ul>
	that critical spares are always available.
	To ensure that all meters are in workingconditionandallequipment is working according to the design parameters given in O&M Manual.
	To ensure that all equipment / plants has sequential running and all equipment, pumps including the standbyequipment work on operating timeequalization basis.
(B)(iv).  WaterManagement,Plumbing andSewerageSystem,STP(if	<ul> <li>Thoroughly clean all overhead and underground water storage tanks periodically.</li> </ul>
installed)	<ul> <li>Water management, operational records, inflow and outflow control.</li> <li>Regular checking and repairs of all sanitary fixtures and supply lines.</li> <li>Checkupofallvalves,taps,floatsand other plumbing and sanitary fittings free from leakage.</li> </ul>
	<ul> <li>To operate &amp; maintain the STP (if installed later)</li> <li>Follow up for AMC of the STP orany other accessories.</li> </ul>
(B) (v). FireFighting.	Servicecoverbasissecuritytointelligence to I.R. information and crisis management including fire and life safety program.  • Any incident of a fire is to be recordedandreportedthroughthe Incidentreportforavailablefor

- reportinganyincidents.
- All fire-fighting equipments are regularly checked for functioning efficiently and such checks will be properly recorded. Whenever and whenever necessary arrangementswill be made to refill the equipments.
- A close liaison with the local brigade is maintained.
- Conducting muck drills on regular interval. Follow-up for the AMC of the fire fighting equipments with the appropriate agency appointed for High Court & coordination with AMC agency for trouble free operation.

#### **FIRESERVICES**

#### Monthly:-

- TestingofPumpset.
- Checking the system for any leakages.
- Checkingforanymissingequipment/ parts.
- Greasing, Oilingofhosereels as required.
- Openingandclosingoflinesvalves for free movement as required.
- Checkinghosereelsforwaterflow.
- Checking of hydrant valve for opening / closing.
- Checkingofautomaticstartingof pump sets.
- Tightening of glandnut of pumps.

#### HalfYearly:-

- Application of powder to rubber hoses of all hose reels.
- Cleaning of control panel.
- Resettingofpressureswitchesfor automatic starting of pumps.
- Supplementingofglandpacking.
- Checkingofpumpcouplingrubber pads.
- TighteningofFoundationboltsof pump sets.

#### **FIREALARMSYSTEM**

#### Monthly:-

- Testingofcontrolpanel.
- Testingof Hooters.
- TestingofFireAlarmSystem.
- TestingofPillBoxestoraiseFire Alarm.
- TestingofSmokeDetectorsbygiving smoke.
- TestingofDetectorsinliftmachine room,meterroomandotherareas

whereverinstalled.

#### HalfYearly:-

- Cleaning of control panel.
- Cleaning of Detectors in lift machine room, meter room and other areas wherever installed.

#### **SPRINKLERSYSTEM**

#### Monthly:-

- TestingofPumpsets.
- Checkingthe systemfor anyleakage.
- Checking for any missing equipment or parts.
- Openingandclosingoflinevalvesfor free movement as required.
- Testingof automaticstartingof Pump sets.
- Tighteningofglandnutsofpumps.

#### HalfYearly:-

- Cleaning of control panel.
- Resettingofpressureswitchesfor automatic starting of pumps.
- Supplementingofglandpacking.
- Checkingofpumpcouplingrubber pads.
- Tighteningoffoundationboltsfor pump sets.
- CleaningofSprinklerhead. FIRE

#### **EXTINGUISHERS** Monthly: -

- Checking pressure gauges of all Fire Extinguishers to ensure proper pressure.
- Checking of the workingmechanisms to ensure proper working during emergencyconditions.
- Checking quality of powder of the Extinguishers(ifpermittedtouse the extinguishers for test by High CourtTowers,HIGHCOURT ,Cuttack.
- Maintainingalogrecordofall services.
- The firm shall provide training to the Security Supervisors as the Client Supervisor of the building to ensurethat they are well conversant and familiar with all operational aspects of the Fire frightening system to operate the system during emergencies. Conducting Fire Drill once in a month.
- The firm will also manage operational preparedness for functioning of the system at all times via prescheduled checks. Allreplacement of spares will be recorded in a register be presented forthesignatureofMaintenance-in-

	charge.
	FIRE ALARM, PUBLIC ADDRESS
	&SPRINKLER
	ANNUNCIATION
	SYSTEM
	• Round the clock monitoring the FAS
	and logging any abnormality. On any
	eventuality i.e, in case of fire and to be
	<u> </u>
	required to vacate the premises,the
	operator should announce the
	sameinPAsystemaboutthefire and
	request to evacuate as per fire warden
	instructions. Attending liftcar calls &
	arranging to rescue the trapped
	passengers.
(B)(vi).	• Providing undisturbed services of 2
Lifts (Vertical Movement),	nos Judges lift &8 nos Common lift.
OperationandUpkeepofLifts.	• Lift attendant shall look after
	operations of lifts without any
	interruption.
	• Follow up for the AMC of lift with
	appropriate agency (after
	maintenance warranty period &
	coordination with AMC agency for
	trouble free operation.
	• Thorough cleaning and upkeep of the
	lift on regular intervals in a day.
	Cleaning of glass, censors bottom
	channels for any trouble & lights, fans
	inside the lift car.

#### (B)(vii).

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

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

- Minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- Switching on pumps for filling water to tanks.
- Attending to power breakdowns in case of internal faults.
- Providing electricians for preventive maintenance of power panels, maintenance of all accessories, light fixtures, powerpoints, replacement of attending spares, DG periodic fittings, checking of electric replacement of batteries coordinating with AMC for servicing of mechanical & electrical equipments.
- Follow-up for the AMC of D.G. sets &Panelswithappropriateagency & coordinationwithAMCagencyfor

- troublefree operation.
- Allfacilities/functionstostartorstop as per the requirements or as directed by the Engineer-in-charge of maintenance.
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported / rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- Regular checking of all the electrical panels and distribution boards.
- Hourlyloggingofallparameters like meter readings, power factor, power consumption etc. andhighlight discrepancies or variances.
- Clean all panels, switchgears controls etc on regular basis.
- Daily check of all light fixtures, points, bulbs and power sockets wiring and changing defective ones within the premises under maintenance.
- Checkearthpitresistanceand watering earth pit.
- Checkandalltheswitchesonstandby equipment and ensure that all are in operating condition.
- Inspect and clean contacts ifnecessary & check connections of Motors / switchboards / equipment etc. on routine basis.
- Check correct operations of all safety circuits and equipment.
- To attend all service calls and breakdowns within the minimum possible time period.
- To carry out preventive maintenance to ensure minimum breakdowns.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipmentand to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are inworkingconditionandallequipment isworkingaccordingtothedesign

	<ul> <li>parametersgiveninO&amp;M Manual.</li> <li>To ensure that all equipment / plants has sequential running and all equipment, pumps including the standbyequipment work on operating time equalizationbasis.</li> <li>To keep day to day reading of all meter readings including energymeter readings and prepare clientwise monthly report stating energy consumption.</li> <li>Thoroughly clean all electrical fixtures and appliances including fountains and insect killing devices.</li> <li>Periodically clean all motor vents, etc.</li> </ul>
B) (viii)	Regularcheckingandminorpaint touchup of all wall, ceiling, windows,
Internalpaintingworks	grilletc.
(B) (ix) Carpenterworks	<ul> <li>Regular checking and minor repairs of all carpentry fixtures.</li> <li>Checkup of all doors, windows, chairs, lock, door closer etc. on routine basis</li> </ul>
(B) (x). Woodenpolish &touchup work	Regularcheckingandminortouchupof polish and paint to all wood works.
(B)(Xi) EPABXsystem	<ul> <li>DailyoperationofEPABX system.</li> <li>Checking and periodical preventing maintenance of intercom system.</li> </ul>
(B)(Xii) CCTV	<ul> <li>DailymonitoringofCCTV system.</li> <li>Checking and periodical preventing maintenance of CCTV cameras and cable connections &amp;network.</li> </ul>
(B)(Xiii) Audioandvideosystem	<ul> <li>Daily checking andmonitoring of AV system</li> <li>Checking and periodical preventing maintenance of Audio&amp; Video system and cable connections etc.</li> </ul>

## Annexure-C Terms&Conditions

#### Annexure – C

#### **TermsandConditions**

#### 1. <u>NatureofServices&ScopeofWorks</u>

The Service Provider shall engage punctual, efficient and trust worthy personnel to render "Comprehensive operation and maintenance services of **New Building of Orissa High Court**, **Cuttack**" on day to day basis as described in Annexure- "A" and "B"

#### 2. AgreementPeriod

- 2.1 TheService Provider shall carry out the Scope of Work as per Annexure B of Contract for a period of 3 (Three) years ("Contract Period"), on year-to-year basis at the sole discretion of Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, subject to annual assessment of the performance. This may be extended by another (1 year + 1 Year) = 2 (two) years on the same terms as above.
- 2.2 The Contract Period shall commence from the date of signing of the Agreement (the "Commencement Date").
- 2.3 Superintending Engineer, Cuttack (R&B) Division -I, Cuttack shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, Superintending Engineer, Cuttack (R&B) Division -I, Cuttack will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by Superintending Engineer, Cuttack (R&B) Division -I, Cuttack, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.

#### 3. Payment

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

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

#### 4. <u>Placeofwork&DeploymentofPersonnel:</u>

- (a) The place of work would be New Building of Orissa High Court, Cuttack. The Firm shall deploy personnel for carrying out the services.
- **(b)** The personnel employed by the Firm shall be morally good, and physically healthy to carry out the assignments to the utmost satisfaction and shall not be suffering from any chronic and contagious diseases.
- (c) The Firm shall ensure the personnel engaged for different services would be polite to each tenants/occupants and on event of any on towards situation, the matter would be brought to the knowledge of Engineer-in-Charge.
- (d) The Firm shall provide the qualified uniformed staff to perform the services. The employees of the Firmentering the premises of New Building of Orissa High Court, Cuttack shall have proper uniform & badges for **Identification**.
- (e) The Firm shall conduct periodic general medical check-up of its employees at its cost. In the event that any of the staff is found to be suffering from any communicable diseases, The Firm shall replace such staff immediately. The Covid Protocols shall be followed strictly as issued by the Govt. time to time. All the staffs should be vaccinated.
- (f) The Firm shall deploy its authorized representatives and adequate supervisors to be present at the place of work during all working hours to ensure satisfactory rendering services under this scope of works. The Firm shall further exercise due and adequate controls over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- (g) The Firm shall ensure that its employees while carrying out their obligations under this agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline.
- (h) "Right man to for right job" shall be followed to avoid accidents at work. It shall be the duty of the facility manager and supervisor of the Firm to get the critical job done by employees competent enough to perform the particular task.

#### 5. AuthorizedRepresentatives:

a) Any notice or intimation by either to the other pursuant to this agreement shall be signed by authorized representatives of the party giving such notice/ termination.

b) The Firm shall carry out instructions and act upon any guidelines in pursuance of the Agreement. If and only if they are given/ signed by an Engineer-in-charge/ Authorized representative of HIGH COURT, whose names will be intimated from time to time.

#### 6. Risk& Responsibility:

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

#### 7. **StatutoryCompliance:**

- a) TheFirmshall be responsiblefor compliance and coverageofits employees under all necessary statutoryobligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF) Workman compensation Act, Minimum Wages Act contract labour (Regulation & obligation) act and all other applicable to labour enactment the Firm shall produce them as and when required.
- b) The Firm shall alone be responsible for complying with statutory and prescribed rules and regulation to obtain license, permissions, certificates, registrations for maintenance services. The Firm shall furnish copies of all such license, certificates etc. as and when demanded.
- c) TheFirmshallaloneberesponsibleforthepaymentsofwagesandallotherstatutory payments /legalduestoitsemployeesdeployedunderthisAgreement.TheFirmproducingPF&ESI challan deposits of the payment receipt for the preceding month.
- d) IncaseofincreaseinminimumwagesoflabourbyStateGovernment during contract period,thebasicdifferentialcost of minimum wages for all categories skilled, unskilled, Semi-Skill and High Skill labour,employer part will be reimbursed to service provider by the authority on submission of categories labour deployment details and labour escalation financial break-up for the effective period to Superintending Engineer, Cuttack (R&B) Division -I, Cuttack.
- e) In the event of the Firm fails to comply with any of the provisions of the statutes applicable to them andhappens to incur any expenditure including but not limited to deferred any litigation or in compounding the default or in the part of the Firm in complying with the said provisions, the Firm shall indemnify to the extent of such expenditure and all other damages, losses as may estimated by Engineer-in-Chargeto the Firm or may take appropriate action to recover thesame from the Firm such as expenditure / expenses / claims as assessed by Engineer-in-Charge will be realised from the bills payment to the contractor.
- f) The Firm shall provide First Aid facilities at the work place according to the contract labour (Regulation & Abolition) act 1970 and ESI Act 1948.

#### 8. Confidentiality/Secrecy:

**a.** The Firm, its supervisors, its employees and any one acting under it for the purpose of this agreement shall maintain strict confidentiality of the information's belonging to HIGH

COURT that may have come into its / their possession or knowledge because of the services renderedby them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from HIGH COURT.

**b.** The Firm shall not hold it out as associated with HIGH COURTin any manner other that for the purpose of rendering the services under this agreement.

#### 9. LiabilityandIndemnity:

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

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

#### 10. SubContracting:

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

#### 11. Loss/Theft/Damage

The Firm shall be responsible for any and all losses, theft, damages, caused to any equipment installation, in premises, fitting and fixtures, good there in and any other properties belonging to New BuildingofOrissa High Courtbecauseof anyact ofnegligence, commission oromission of its employees while discharging their duties.

#### 12. BreachofAgreement:

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

#### 13. LiquidatedDamage:

- (a) That in case of mishap due to wrong operation or manual error, which results disruption of services, the total cost of down time along with equipment repair cost shall be borne by the Firm to maximum of 50% of the monthly bill against the services not provided by them.
- **(b)** Aqualitycheckprocedureshallbe developedby authorityagainsteachservices and feedback from the Tenants / Occupants/ beneficiary shall be obtained for assessment of performance of the services rendered by the Firm at New Building High Court of Orissa.
- (c) Wheretherein non-performanceofsatisfactoryperformanceofits obligation in thepartofthe Firm, authority shall give awrittennotice of the default and the Firm shall make rectify within 3 (three) days from the date of such notice.

- (d) For quality check and for Operation and Maintenance, the formats, Check list are to be maintained as prescribed by authority. In addition to it further formats shall be included against each service for improvement of Scope of work at any time.
- (e) It is agreed that authorityshall have the right to deduct from the monthly bill of the Firm on non-performanceofservices an amount of 100% of individuals ervices listed in Annexure, E" for each instant of non performance without implementing corrective action even after intimation from authority subject to limiting to 50% of total monthly bill. Where in spite of these efforts there is continuance of non-performance or improper performance of obligation, authority shall have the right to terminate the contract henceforth without any notice to the Firm & Forfeiture of EMD.
- (f) Withoutprejudicetotheabove, authority shall at its sole and absolute discretion, been titled to terminate this agreement by written notice and without any payment or compensation what so ever if.

#### 14. Security Deposit:

The selected firm will be required to deposit ISD in shape of financial instruments like Small Saving Certificate / Term Deposits duly pledged in favour of the Superintending Engineer, Cuttack (R&B) Division -I, Cuttack for an amount equal to the quoted price per month excluding Good and service tax for Comprehensive operation and maintenance services of New Building of Orissa High Court,Cuttack within 15 (Fifteen)days of of ISD the EMDwill be refunded. The ISD will be refunded after completion of the contract period.

#### 15. Force Measure:

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

#### 16. PostTerminationResponsibilityoftheFirm:

Upontermination of this agreement, the firms hall immediately deliver all the documents and any / all data, plant, machineries & equipment held by it and which are in possession / custody / control of its facility Staff, to the authority. The firm shall also for the with remove all its facility Staff together with its machines / equipment what so ever from the premises of the New Building of Orissa High Court, Cuttack.

#### 17. Agreement Authority:

Agreement shall be drawn by the Superintending Engineer, Cuttack (R&B) Division-I,Cuttack.

#### 18. Paying Officer:

Payment will be made by the Superintending Engineer, Cuttack (R&B) Division-I, Cuttack

#### 19. Costs of bid document:

The cost of bid document is Rs.10,000/- per each Bid which is to be furnished along with the Bid document in shape of Demand Draft drawn in favour of the Superintending Engineer, Cuttack (R&B) Division-I, Cuttack from any Nationalized / Scheduled Bank and payable atBhubaneswar.

- **20.** <u>Limitation of Liability:</u> In any case the liability of the Service provider shall not exceed Rs. 10 million peroccurrence.
- **21.** Exclusion of Consequential Loss:- Shall include the Loss of business, profit & Good will, either party will not be liable for any consequential loss that may arise out of the performance of this EOI.

#### **22.** <u>Jurisdiction:</u>

That the court situated at Cuttackshall have jurisdiction to decide any disputes or litigations between the partieshereto.

### **Annexure-D**

## DetailsofManpower Engagement

#### **Annexure-D**

MANPOWERTOBEEN	CUTTA				- , 
Category of staff	Category	Morning	Afternoon	Night	General
		06.00 - 14.00	14.00- 22.00	22.00-06.00	09-17.00
ManagerialStaff	Not Applicable				
SupervisoryStaff	High-Skilled				
LandScaping	Un-Skilled				
HouseKeepingStaff	Un-Skilled				
Toilet Cleaning Staff	Un-Skilled				
Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX,CCTV,UPS& Audio&VideoSystem etc.					
Carpentry, painting & polishingetc.	Skilled				
Water Management, Plumbing & Sewerage system	Skilled				
Other (Please Specify)					
Sub-Total					

#### Appendix- D.1

Labour Commissioner, Odisha, Bhubaneswar Notification 5639, dtd. 02.11.2021 w.e.f Labour Rate								
01.10.2021								
Sl. No	Wages	Un-Skilled	Semi-Skilled	Skilled	High-Skilled			
1	Basic Wages per Day	315	355	405	465			

#### Note:

- i. Basic wages indicated above are as per rates effective w.e.f. 01.10.2021 published by Office of the Labour Commissioner, Govt. of Odisha, vide Notification 5639/ dt. 02.11.2021
- ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iii. The strength of services personnel may vary (i.e., increase/decrease) and subject to requirement of (R&B) Cuttack Division-I, Cuttack.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. Superintending Engineer, Cuttack (R&B) Division -I, Cuttack shall pay consolidated monthly payments. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.
  - 1.2 The Service Provider shall maintain proper records of his employees' attendance. EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
  - 1.3 The salary of all employees deployed at New Building of Orissa High Court, Cuttackshall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to Superintending Engineer, Cuttack (R&B) Division -I, Cuttack. No cash payment is allowed.
  - 1.4 The Service Provider will keep Superintending Engineer, Cuttack (R&B) Division -I, Cuttack

- indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 1.5 The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 1.6 The Service Provider shall ensure that the Comprehensive Operation and Maintenance Services of New Building of Orissa High Court at Cuttack rendereduninterruptedly. The same shall not affected by any kind of strike, rally, bandh or dharana orprotest staged by any stakeholder during the contract period.
- 1.7 The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the Service Provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GSTof preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of facility management personnel.
- 1.8 The Service Provider will submit an Undertaking that they have deposited the EPF andESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in theinvoice and the attendance sheet) with concerned authorities and all the personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 1.9 The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.
- 1.10Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. Appendix-D.1(1) shall be to the account of Superintending Engineer, Cuttack (R&B) Division -I, Cuttack.

# Annexure-E PriceBreak-up

**Financial Proposal** 

Sl.	DescriptionofItem	Quan tity	ForThreeYears				
No.			Unit Price (Per month) (INR)	Total (Per (INR)		Total (INR) ( years)	cost (for 3
1.	SupportManpower Resources in different service areas						
(a)	ManagerialStaff	2					
(b)	SupervisoryStaff	14					
(c)	LandScaping	2					
(d)	HouseKeeping Staff	30					
(e)	ToiletCleaningStaff	6					
(f)	Electrical / Mechanical operation & maintenance supportforlifts, generators, air conditioning, pump sets, fire fighting systems, EPABX,CCTV,UPS&Audio&VideoSystemetc.	35					
(g)	Carpentry, painting & polishing etc.	2					
(h)	Water Management, Plumbing & Sewerage system	3					
2.	FacadeCleaning	L.S.					
3.	Soap / Detergents / Cleaningagentsmaterials etc.	L.S.					
4.	Pesticides/Termitesides/Gardenmanures/ Seeds/supplyingplantsetc.	L.S.					
5.	Pest Control	L.S.					
6.	Technicalmaterials&consumable	L.S.					
7.	Diesel Cost (for trail test or power failure up to 8 hours/month	L.S.					
8.	Cleaning Machineries Deployment Cost	L.S.					
9.	Service Charges (%) sl.no # 1 to 8	(%)					
10.	Others(Please Specify)						
Total	Costs for 3 (Three Years)						
n Wo	ords :-	<u> </u>					

1. The bidder is requested to quote any unforeseen item, which has not been included in theabove list.

2. Theratesquotedshallbe inclusiveofalltaxes butexcluding applicableGST.

Sd/-Er.P.K.Majhi Superintending Engineer Cuttack(R&B)Division-I

**APPROVED** 

Sd/-Chief Construction Engineer Cuttack (R&B) Circle, Cuttack Sd/-ChiefEngineer, OSD(Buildings), Odisha