Public Works Department

Govt. of Chhattisgarh

Name of Work

R.F.P. FOR FACILITY MANAGEMENT SERVICES FOR CLEANING WORKS AT **"JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",** BODRI BILASPUR (C.G.)

Rs. 24.72 LACS

FOR ONE YEAR

Year 2025-26

Distt. Bilaspur (C.G.)

Executive Engineer
P.W.D. (B./R.) Division No.2, Bilaspur (C.G.)

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Public Works Department (PWD) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for PWD, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. PWD, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. As Premises of Judicial Academy and Hostel Building at it's premises, bodri Bilaspur Chhattisgarh is the most important institution of the state & a high Security zone, drawings/plans of the premises cannot be given along with the documents hence every bidder should visit the site & make proper assessment of the scope of work before bidding.

PWD may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website **www. cgstate.gov.in**

Data Sheet

S.No.	Description	
1	Method of Selection proposal required	Lowest Financial Proposal
2	Date of issue of RFP	
3	Last date and time of Submission of proposal (Proposal Due Date)	
4	Opening of Technical proposal	
5	Date of opening of Financial proposals	To be intimated later
	Duration of services:	Initially for 1 year from the date of commencement of services, which may be extended upto three years by the Client (Public Works Department Govt. of Chhattisgarh) for a Required Period Mutually agreed by both or till the date a New agency is fixed.
	Earnest Money Deposit	**Rs. 18,543/- (Rupees Eighteen Thousand Five Hundred Fourty Three Only)** in the form of Fixed Deposit for a period of Five Year (60 Month's), in favor of Executive Engineer div No-2, Public Works Department or Bilaspur CG, Bank Guarantee from Nationalized / Scheduled bank in favor of "E.E Public Works Department Chhattisgarh Development, Authority operable and encashable at Bilaspur.
	Validity of proposal	180 days from due date of Submission of proposal.
	Representative/Contact Person of Client	
	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	SUPERINTENDING ENGINEER PWD BILASPUR CIRCLE BILASPUR
	Address where Bidders must submit proposal at the	BILASPUR

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Public Works Department (PWD)

1.2 Government of Chhattisgarh, for Judicial Academy & Hostel Building & it's premises bilaspur C.G.

1.3 Here in this document the word "CLIENT" is Public Works Departments Govt. of Chhattisgarh Through Executive Engineer Division No.2, Bilaspur (C.G.)

2. INVITATION TO SUBMIT PROPOSALS

Client invites detailed proposals from eligible Facility Management Service Providers ("Bidders") for providing Facility Management Services for the Project Area. ("the Assignment"), in prescribed formats set out in this RFP.

3. MINIMUM EGIBILITY CRITERA

The Bidders, participating in the Assignment shall be a single Business Entity, shall fulfill the following minimum eligibility conditions:

3.1 The bidder should submit experience certificate of similar facility management services in India, as envisaged in this RFP, for a continuous period of at least three year, within the last five years preceding the date of publication of this RFP for Government of India buildings, State Government, Railways, other important Government buildings, any important Government commercial complex. The qualified experience should be supported by submitting a certificate from the client and a notarized copy of the work order/agreement showing the scope of work and date of appointment. Necessary certificates from the concerned ESI and PF department are required to be enclosed for the work submitted.

3.2 The Total Turnover of last three Financial Years of the bidder should be not less than INR 33.34 Lacs (Indian Rupees Thirty Three Lacs Thirty Four Thousand) from providing through Facility Management Service in India.

3.3 The bidder must have an effective quality control system in place, which should be ISO 9001 certified (Provision of Facility Management Services Including , Engineering, Mechanical, Electrical and Civil Maintenance, Safety Management, Energy Management Services and Supporting Services) and 14001-2004 need only to apply.

3.4 Submission of Undertaking by the Bidder on the following:

a) No existing litigation

b) Never blacklisted, terminated by any client in India

c) The bidder never filed any law suits or requested arbitration with regard to any contract within the last five years

d) No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers

e) Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies

f) The bidder was never cited by any regulatory agency for a safety violation in the last five years

4. For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm1 / registered partnership firm1 / a company2 registered in India under the Companies Act 1956.

4.1. A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax & GST as applicable in State of C.G & IT returns for the last three financial years as proof of identity.

4.2. A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

4.3. A company should furnish certificate of incorporation and memorandum of association as proof of identity.

4.4. Client intends to appoint a single entity for the assignment. Submission of Proposals by Consortia & Joint Venture shall not be eligible.

5. Experience of a bidder as a member of consortia & Joint Venture for any project/work shall not also be considered.

6. Any entity, which has earlier been barred by the Client, Government of Chhattisgarh (GOC), or any other state government in India (SG) or Government of India (GOI), or any of the agencies of GOC/SG/GOL from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

7. The RFP document can be downloaded from the web site www.cgstate.gov.in. and be used provided that while submitting the proposal it should be accompanied with a non refundable processing fee in the form of a crossed Bank Draft for **Rs. 5,000 (Indian Rupees Five Thousand only)** from a scheduled bank of India, in favour of the E.E Public Works Department Div.No.2, Bilaspur Chhattisgarh. The proposal without the processing fee shall not be considered for evaluation.

8. Client shall have the discretion to increase or decrease the scope of work under the assignment and also to appoint other services providers for providing services which is not in the scope of this RFP.

9. Client intends to adopt a single stage bidding process for selection of Technical Service Provider for the Assignment. The TOR and the scope of services as set out in Appendix C.

10. The Proposals received from eligible technical Service Providers shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

11. The Successful Bidder is required to enter into a Contract Agreement with Client and the draft of the same is set out in Appendix C. The fees shall be paid by Client in the manner as set out in the Draft Contract Agreement.

12. The Agreement period shall be initially for 36 Months which may be extended by the client for a required suitable period. The agreement period may further be extended by mutual consent on negotiated terms maximum to a period of three years or till the appointment of new service providing agency. However, the Facility Management Service Provider of the given Project Area shall continue to work till the handing over of charges to the other appointed agency by Client. The Billing Rates quoted by the Service Provider shall be increased by 5 % per year (the year shall mean completion of one year of services from the date of actual deployment) over and above the Billing Rates of previous year.

13. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). Client reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

14. **EARNEST MONEY DEPOSIT (EMD)**

14.1. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. **18,543/- (Rupees Eighteen Thousand Five Hundred Fourty Three Only)** in the form of a Fixed Deposit (FDR) in favor of the Executive Engineer PWD Div No-2 Bilaspur (C.G.), on any scheduled bank, payable at Bilaspur or in the form of Bank Guarantee, issued by one of the Scheduled Nationalised Banks in India in favor of the Client operable in Bilaspur, and if invoked, be encashable at any branch of Bilaspur. The EMD shall be valid for Five Years from the Proposal Due Date.

14.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be converted to a part of Performance Security and shall be retained by Client.

14.3 EMD shall be forfeited in the following cases:

a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and

b) if the successful Bidder fails to execute the Contract Agreement within the stipulated time or any extension thereof provided by Client.

15. **CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

15.1. Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of Client will be uploaded in the website (www.cgstate.gov.in), without identifying the source of inquiry.

15.2 At any time before the proposal due date the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (www.cgstate.gov.in)only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of Client only. In case there is a substantial change in RFP, Client will publish the revised RFP. Revised RFP will be uploaded in the website (www.cgstate.gov.in.) and the same should be submitted.

16. **CONFLICT OF INTEREST**

16.1 Client policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of Client. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

a) If a Service Provider combines the function of service with those of contracting and/or supply of equipment; or

b) If a Service Provider is associated with or affiliated to a contractor or manufacturer; or

c) If a Service Provider is owned by a contractor or a manufacturing firm for the projects(s) under assignment. Offering services as bidders for the Service Provider should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the Service Provider will limit its role to that of a Service Provider and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by Client in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Service Provider selected to undertake this assignment will contain an appropriate provision to such effect; or

d) If there is a conflict among consulting assignments, the Service Provider (including its personnel) and any subsidiaries or entities controlled by such Service Provider shall not be engaged for the relevant assignment.

17. **FRAUD AND CORRUPT PRACTICE :-**

Client requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client:

17.1 **defines, for the purposes of this provision, the terms set forth below as follows:**

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the Service Provider selection process or in contract execution;

(b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;

(c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a Service Provider selection process or the execution of a contract;

(d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Service Provider selection process, or affect the execution of a contract; and

17.2 Client will reject a proposal for award if it determines that the Service Provider recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

17.3 Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Client-financed activities if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Client-financed contract; and

17.4 Client will have the right to require that, in Service Provider selection documentation and in contracts financed by the Client, a provision be included requiring bidders to permit the Client or its representative to inspect their accounts and records and other documents relating to Service Provider selection and to the performance of the contract and to have them audited by auditors appointed by the Client.

18. **PREPARATION OF THE PROPOSAL**

18.1 The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

18.2 a). Bidder's proposal (the proposal) shall consist of three (3) envelopes –

Envelope-1	Key submissions
Envelope-2	Technical proposal
Envelope-3	Financial proposal

b). The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2

c). The contents of the envelopes are set out below:

19 **19.1 Envelope 1: "Key Submissions"**

The following documents shall be submitted in Envelope 1 –

a) Letter of proposal in the prescribed format (Appendix A);

b) A non-refundable processing fee as a crossed demand draft is required to be enclosed for an amount of **Rs. 5,000 (Rupees Five Thousand only)** drawn in favor of Executive Engineer PWD Div No-2 Bilaspur (CG) on any scheduled bank, payable at Bilaspur, Chhattisgarh.

c) Earnest Money Deposit for an amount of Rs. **18,543/- (Rupees Eighteen Thousand Five Hundred Fourty Three Only)** in the form of a Fixed Deposit (FDR) in favour of the **Executive Engineer, PWD Div No-2 Bilaspur (C.G.)** on any scheduled bank, payable at Bilaspur or in the form of Bank Guarantee, issued by one of the Scheduled Nationalised Banks in India in favour of the Client operable in Bilasipur, and if invoked, be encashable at any branch of Bilasipur, The EMD shall be valid for five years from the Proposal Due Date

d) Power of Attorney for signing the proposal in the prescribed format (Appendix – B).

e) RFP and draft Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

19.2 **Envelope 2: "Technical Proposal"**

The following documents shall be submitted in Envelope 2 –

a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.

b) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Facility Management Services (from commencement to Completion) should be supported by a certificate from an authority of the rank of General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, carpet area under facility management, assignment fees, date of commencement and date of completion of facility management services. In case the Project Carpet Area is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same. For submitted work-done, necessary certificate from concerning ESI & PF department is required to enclose.

c) Annual Turn Over in last three Financial Years from Facility Management Service in Form TECH-3. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from Facility Management Services shall not be considered for e.

d) Submission of undertakings of following using Form TECH-4.

   i. Details of existing litigation

   ii. Never blacklisted, terminated by any client in India

   iii. Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies

   iv. The bidder was never cited by any regulatory agency for a safety violation in the last five years

e) General approach and methodology, work and staffing schedule in from TECH-5. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.

f) The bidder shall submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2

19.3 The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.

19.4 **Envelope 3"Financial Proposal"**

a) The Financial proposal must be submitted in hard copy using Form FIN - 1 Bidders shall use only Indian currency in preparation of Forms FIN-1 and FIN-2. The billing rate shall be inclusive of –

i. Billing of personnel, including all out-of pocket expenses, uniform, overtime, other overheads, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits etc.

ii. The Remuneration corresponding to personnel should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.

iii. The lumpsum Sundry Expenses/ Overheads.

iv. The Management Fees

v. The all tax (GST, Service tax and other prevailing taxes shall not be reimbursed. Rates Quotated by service provider should include all the applicable taxes, Chungi, Octroi, Service Tax, GST etc.)

b) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

19.5 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

19.6 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 requested from Client; and

c. made a complete and careful examination of the various aspects of the Project.

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

20 SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

20.1 All The three envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.

20.2 Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by Client.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.

2. No request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of proposals already submitted by the bidder.

3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:

   a. It is received by the proposal Due Date including any extension thereof;
   b. It is accompanied by the EMD of **Rs. Rs. 18,543/-** in the name of EE PWD Div. No.-2 Bilaspur in accordance with the RFP document;
   c. It is accompanied by demand draft of **Rs. 5,000/-** non-refundable processing fee, in the manner as specified in this RFP document
   d. It is signed, sealed, hard bound and marked as stipulated in this RFP document;
   e. It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal;
   f. It contains all the information (complete in all respects) as requested in the RFP;
   g. It does not contain any condition or qualification;

4. Client reserves the right to reject any proposal which is non-responsive.
5. Client shall evaluate and rank the responsive Technical proposals on the basis of the evaluation criteria and points system specified hereunder. Each Technical proposal will receive a technical score.

6. Bidder who will be found eligible shall be called for presentation on a date and time fixed and intimated to them.

7. The Evaluation of the Technical Proposal shall be done based on the following scoring system -

7.1 Technical qualification of Bidder (400 points)

Experience for Eligible Projects included in the technical proposal shall be evaluated as given below -

No of Eligible Projects	Points
One eligible project	300
Two eligible projects	350
Three or more eligible projects	400

7.2 **Approach & Methodology (200 points)**

a. Understanding of assignment (100 points): General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment. Points shall be given as shown below based on these aspects-

Criteria	Points
Excellent understanding of objectives, complete coverage of component, evidence of site visit	100%
Very good understanding of objectives, substantial coverage of component, site visit	90%
Good understanding of objectives, substantial coverage of component, no site visit	80%
Average understanding of objectives, general coverage of component	70%
Poor understanding of objectives, with reference to the TOR	50%
Repeat of TOR, no evidence of independent assessment	0%

b. Quality of Methodology (50 points): Points shall be awarded based on the assessment of the inter-relationship of work program and methodology write-up in conformity with the ToR

c. Innovativeness/Comments on Terms of Reference (25 points): Point shall be awarded based on the evidence of an alternative and unique approach, which would improve the quality of the project.

d. Work methodology (25 points): Work Program should include organization chart; reporting / monitoring structure and staffing schedule. Work Program shall be assessed on logical sequence of events. The Staffing Schedule shall be assessed on suitability and phasing;

7.3 Annual Financial Turnover of last 3 financial years from providing facility Management Services in India: (250 points)

Description	Points
Rs. 1 Crore`	100
Rs. 1.5 Crore	150
Rs. 2 Crore	200
Rs. 2.5 Crore or more	250

7.4. Presentation: 150 Points: The duration of presentation shall be 15 mins and another 10 mins for discussion. The Power Point Presentation should focus on the similar experience with photographs/videos of completed projects, approach and methodology.

7.5 The Bidders whose Technical proposals, after technical evaluation, could secure aggregate points 500 or more out of 1000 points shall be declared as Technically Qualified bidders. Technically Qualified bidders shall be ranked as per the technical score obtained, in the order from highest to lowest. Financial Proposal of Technically Qualified bidders shall be opened.

8. **OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

8.1 All Technically Qualified bidders shall be invited to attend the announcement of result of Technical Evaluation where, Technical score of all the Technically Qualified bidders shall be read out loud. The bidders/their representatives may choose to attend the opening of financial proposal.

8.2 After the announcement of result of Technical Evaluation, Financial Proposals, Technically Qualified bidders shall be opened. The bidders/their representatives, whose Financial Proposal shall be opened, may choose to attend the opening of financial proposal.

a. Each Financial proposal will be inspected to confirm that it has remained sealed and unopened.

b. The mark of each Technical proposal that met the minimum mark of 500 will be opened and read out aloud.

8.3 Evaluation of Financial proposals

a. Financial proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the 13 Request For Proposal for Selection of a Facility Management Service Provider for New high court and its campus at New high court bodri bilaspur relevant financial proposal will be increased by application of the highest unit cost of the omitted item as provided in the other submitted financial proposals.

b. The Estimated Total Billing Amount (ETBA) for each financial proposal will be computed.

8.4 The proposal with the lowest ETBA will be ranked first and shall be declared Preferred Bidder, the next lowest ETBA will be ranked second, and so forth.

9. The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, Client shall declare the Preferred Bidder as the Successful Bidder. Client will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

10. The Successful Bidder(s) shall execute the Service Agreement within one week of the issue of LoA or within such further time as Client may agree to in its sole discretion.

11. Failure of the Successful Bidder to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.

12. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

13. **CONTRACT COMMENCEMENT DATE**

The contract shall commence from the date of signing. However, the Facility Management Services under the Agreement shall commence from the date of deployment of the team at Judicial Academy Bilaspur.

APPENDIX A

LETTER OF PROPOSAL

(On Applicant's letter head)

Dated :…….

……..…

……..……..

……..…….

SUB :- ***R.F.P.*** *FOR FACILITY MANAGEMENT SERVICES FOR* ***CLEANING WORKS AT JUDICIAL ACADEMY AND HOSTEL BUILDING*** *AT IT'S PREMISES, BODRI BILASPUR (C.G.)*

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the Client, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI from participating in its projects.
8. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
   (b) I/ We do not have any conflict of interest in accordance the RFP document;
   (c) I/We 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   (d) I/ We 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 has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
10. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

16. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

18. The Service Charges has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.

19. I/We offer and attach as specified (i) Non-refundable Processing fee of **Rs. 5,000/- (Rupees Five Thousand Only)** in the form of Demand draft (ii) EMD of **Rs. 50,000/- (Rupees Fifty Thousand only)** to the Authority in accordance with the RFP Document.

20. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.

21. I/We 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 of the RFP document.

Yours faithfully,
(Signature of the Authorised signatory)

Date:
Place:

(Name and designation of the of the Authorised signatory)
Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Service Provider for providing Facility Management Service Provider for Judicial Academy Building, Hostel Building & It's Premises (Campus) Bodri Bilaspur, by the E.E. PWD DIV, NO. 2 BILASPUR, (Client) (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

N WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____

(Signature)
(Name, Title and Address)

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1. (a) Name of Bidder.
   (b) Address of the office(s)
   (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for Client with the Bidder:
   (a) Name
   (b) Designation
   (c) Company/Firm
   (d) Address along with Pin code
   (e) Telephone number
   (f) E-mail address
   (g) Fax number
   (h) Mobile number

3. Company/Firm Profile, Locational Presence in India.

Enclosure:

Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation
2. ISO certifications
3. P.F. Registration No., E.S.I. Registration No., Service Tax No., PAN No. and TAN & GST No. and any other regulations covering labour contract where applicable.
4. Enclose copy of any certification /accreditation /affiliation

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

FORM TECH-2

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(NOT TO EXCEED THREE PAGE FOR EACH PROJECT)

c)

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location:	
(3)	Carpet Area under the scope of services for the Project (Sq.M):	
(4)	Name of Client:	
(5)	Start Date (Month/Year):	
(6)	Whether ongoing (Yes / No):	
(7)	If completed, date of completion: (DD/MM/YYYY)	
(8)	Detailed Narrative Description of Project Building:	
(9)	Detailed Description of Actual Services Provided by the firm:	
(10)	Professional Staff Provided by the Firm: Number of and categories of Staff:	
(11)	Value of Services (INR) per year:	
(12)	**Registration certificate from concerning ESI & PF department.**	

Note: The following supporting documents should necessarily be submitted by the bidders

without which the submission shall not be considered for evaluation -

a. Above Experience should be supported by a certificate from the by the authorised signatory of the client. The certificate from the client should clearly set out the name of the project, activities undertaken and the carpet area in SqM. under the scope of services.

b. In case the Fee per year / value of services per year from assignment is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

FORM TECH-3

ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS

FROM FACILITY MANAGEMENT SERVICES

Financial Year	Turn Over from Facility Management Services (Rs. in Lacs)
2021-22	
2022-23	
2023-24 or (Latest duly certified)	
Total	
Annual Turn Over	

Note:

1. **The Audited Financial Statement of FY 2021-22, 2022-23 and 2023-24 should be submitted by the bidder**
2. **The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation**

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

FORM TECH-4

D) UNDERTAKINGS

Submission of Undertaking by the Bidder on the following:

a) Details of existing litigation

b) Never blacklisted, terminated by any client in India

c) Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies

d) The bidder was never cited by any regulatory agency for a safety violation in the last five years

Undertakings shall be prepared by the bidder in its letter head and shall be notarised

Submission of above undertakings is mandatory.

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

[Based on standard CPWD Maintenance Manual 2012]

a) Brief outline of implementing Property Management services at site. Do you have a special start up team for transition? Describe its role and composition.

b) Management structure and delivery mechanism you will put in place to deliver the required services to Client.

c) How you will implement this contract.

d) Implementation team and what functions each team will be responsible for.

e) Detailed implementation programme and what functions and interfaces you will require with Client.

f) Any services that would not be available on the start date, stating the reasons why.

g) Time line for recruitment and providing training to the human resources. Provide copy of selection procedure of the personnel for all designation.

h) Methodology for maintaining hygiene in the service area and among the manpower deployed

i) Methodology for maintaining the environment

j) Methodology for maintaining energy management

k) Methodology for maintaining implementing safe working procedure and training of deployed manpower on safe working practices

FORM TECH-6

Draft Format for Performance Security

(On Rs. 100/- (Rupees hundred only) stamp Paper from a Nationalized bank and operatable in Bilaspur, Chhattisgarh only)

To,

…….

……..……

……..,….

1. In consideration of the Public Works Department of Chhattisgarh " PWD" which expression shall unless repugnant to the subject or context include its succession and assigns) having agreed under the terms and conditions of Contract awarded to _____ (hereinafter called " the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns/its successors and assigns) and the PWD in connection with _____ (hereinafter called " the Said Contract") to accept a Performance security as herein provided for Rs. _____ form a Nationalized Bank which shall be Operatable/Encashable at Bilaspur, Chhattisgarh. _____ in lieu of the performance security deposit to be paid for the due fulfillment by the Contractor as per the terms and conditions contained in the said Contract, We the Bank_____ _____constituted and established under the Banking Companies Acquisition and Transfer of Undertaking act 1970 (hereinafter referred to as "the said bank ") and Having our Head Office at _____ at the Request of Contractor do hereby undertake to pay to the PWD an Amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the PWD by reason of breach or breaches by the said Contractor (s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the PWD on demand and without demur to the extent expressed .

2. We _____(Specific Name of Bank) do hereby undertake to Pay the amounts due and payable under this guarantee without any demur , merely on a demand from the PWD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the PWD by reason of breach by the said contractor of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement . Any Such Demand made on the bank shall be conclusive as regards the amount due and payable and by the Bank under this Guarantee . However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____(Specific Name of Bank) further agree that the Executive Engineer PWD Div. No-2 Bilaspur Shall be the sole judge of and as to whether the contractor has committed any breach or Breaches of any of the terms and conditions of the said contract and the extent of loss, damage , costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the PWD on account thereof and the decision of the Executive Engineer, PWD, Div. No-2 Bilaspur that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs , charges and expenses caused to or suffered by or that may be caused to or suffered by the PWD from time to time shall be final and binding on us' .

4. We undertake to pay to the Executive Engineer Officer, PWD Dn.2, Bilaspur (C.G.) any money so demanded notwithstanding any dispute or dispute raised by the Contractor /supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .

   The payment so made by us under this security bond shall be a valid discharge of our liability for payment there under and the contractor /supplier shall have no claim against us for making such payment.

5. We _____(indicate the Specific Name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the PWD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer PWD Div. no-2 Bilaspur certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

6. We _____ (indicate the Specific Name of the Bank) further agree with the Executive Engineer PWD Div. no-2 Bilaspur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the PWD against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the PWD or any indulgence by the PWD to the said contractor or by any such matter

or thing whatsoever which under the law relation to sureties would, but for this provisions have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).

8. We, _____ (indicate the Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PWD in writing.

9 This Guarantee is valid till _____unless a suitable action to enforce the claim under this guarantee is made within 3 (Three) months from _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharge from all liabilities there under.

10 The bank Guarantee number..... dated .....shall be operative at Bilaspur and if invoked, be encashable at ..... (Specific Name of the bank and the branch in Bilaspur with branch code).

Dated this _____day of _____ 20……. for and on behalf of the bank

The above Guarantee is accepted by the PWD. for and on behalf of the PWD.

Date :_____

(Name and Designation)

FORM FIN-I

Format for Financial Proposal

(On the letterhead of the Bidder)

Having gone through this RFP document and Draft Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following Estimated Total Billing Amount for the Assignment:

SUMMARY OF FINANCIAL PROPOSAL

Description	**Estimated Total Billing Amount for 1st Year (in Rs.)**	
A] Total of Management Services (Form Fin -2)		
B] Total of Soft Service Support (Form Fin -2)		
C] Total of Miscellaneous Deployment/Services (Form Fin -2)		
D] Sundry Expenses/Overheads [For each head below, Liquated Damages for delay as per clause 2.2 and as per clause 2.4 & 2.7 Penalty for deficiency shall be deducted from the bill]		
(i) Amount towards House-keeping Machineries to be deployed by the Service-provider.		
(ii) Amount towards Technical Tools & Plants to be deployed by the Service-provider.		
Sub-total (D)		
E] Management Fees for Office operations (Monthly office expenses for 3 computers with 2 A4 & 2 A3 lasor printers, 1 photocopier, 3 Computer operators, 50CDs, 10DVDs, 10 packets A4 & 5 packets A3 papers, 50 Files, 50 folders, 25 Registers, necessary office stationery, processing fees for Overtime, PF, ESI maintain all site documents, PPMS, SOPs, Compliances, Quality performance and reports, Checklists, Trackers etc. for safe and economical running of services). Detail component shall be decided in the Initial/ inception report. For each head below, Liquated Damages for delay as per clause 2.2 and as per clause 2.4 & 2.7 Penalty for deficiency shall be deducted from the bill (Form Fin -2)		
Total (A to E)		

Estimated Total Billing Amount (ETBA) for the first year (in words): ----------
---

We Confirm That The Rate Quoted Above Is Inclusive Of All Applicable Taxes, GST, Cess And Levies. No Tax shall be reimbursed.

Date :
Place:

(Name and designation of the Authorised signatory)
Name and seal of bidder

Note :- 1. Monthly Payment for the Services rendered shall be payable @ of amount quoated above divided by Twelve.

2. The all tax (GST, Service tax and other prevailing taxes shall not be reimbursed. Rates Quotated by service provider should include all the applicable taxes, Chungi, Octroi, Service Tax, GST etc.)

FORM FIN-2

As per agreement clause 2.4 Service Provider shall submit correct invoices including key deliverables with Overtime, PF, ESI details as required, otherwise Liquidated Damages for delay as per clause 3.2 will be imposed and as per clause 3.4 & 3.7. Penalty for deficiency in Services shall also be deducted from the bill. As per agreement clause 2.6 The Service Provider shall visit installations under operation daily in every shift and ensure PPM is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the Service Provider in such a manner that all services are manned, operated by 24 X 7 hrs basis or as ordered by management. Service Provider shall provide and maintain all site documents, SOPs, Compliances, Quality performance and reports, Checklists, Trackers etc. as per engineering best practice for safe and economical running of services, shall be followed. Draft SOPs, Check Lists, PPM Schedules shall be forwarded to Management for approval before they are placed at site for application within month of acceptance of LOI. All personnel shall be as per relevant clause of the agreement.

Quote of Monthly Billing Amount for Manpower Charges in year-1

R.F.P. *FOR FACILITY MANAGEMENT SERVICES FOR CLEANING WORKS AT* ***"JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",*** *BODRI BILASPUR (C.G.)*						
SL. No.	**POSITION**	**No. of person**	**Unit**	**MONTHLY RATE, Rs.**	**Monthly AMOUNT, Rs. For Yr-1 (Col 3 x Col5)**	**Remark**
A	**Management Services**					
1	Manager	1	Person			Monthly rate shall be inclusive of PF, ESI, Employees welfare, Dress, Laundry charges, all taxes inclusive all service taxes, GST & all allowances with Overtime allowance applicable to this contract.
	Rate in Rs. In words : …….					
2	Supervisor	3	Person			
	Rate in Rs. In words : …….					
	Rate in Rs. In words : …….					
3	HR Manager	1	Person			
	Rate in Rs. In words : …….					
4	Executive Help-desk/Customer care	1	Person			
	Rate in Rs. In words : …….					
	SUB-total (A)	**6**	**Person**			**CO**

SL. No.	POSITION	No. of person	Unit	MONTHLY RATE, Rs.	Monthly AMOUNT, Rs. For Yr-1 (Col 3 x Col5)	Remark
1	**2**	**3**	**4**	**5**	**6**	**7**
						BF
B	**Soft Services**					
5	Supervisor	2x1.5=3	Person			Monthly rate shall be inclusive of PF, ESI, Employees welfare, Dress, Laundry charges, all taxes inclusive all service taxes, GST & all allowances with Overtime allowance applicable to this contract.
	Rate in Rs. In words …….					
6	Housekeepers (Femane & Male Both)	08	Person			
	Rate in Rs. In words …….					
	Sub-total (B)	**11**	**Person**			
C	**Miscellaneous Services**					
	Rate in Rs. In words …….	3	Person			
	Total (A+B+C)	**20**	**Person**			

SL. No.	POSITION	No. of person	Unit	MONTHLY RATE, Rs.	Monthly AMOUNT, Rs. For Yr-1 (Col 3 x Col5)	Remark
1	**2**	**3**	**4**	**5**	**6**	**7**
D	**Sundry expenses / overheads**					**BF**
(i)	Amount towards House-keeping Machineries to be deployed by the Service-provider		**LUMPSUM**			
(ii)	Amount towards Technical Tools & Plants to be deployed by the Service-provider		**LUMPSUM**			
E	Monthly Management Fee for Office operations (Monthly office expenses for 3 computers with 2 A4 & 2 A3 laser printers, 1 photocopier, 3 Computer operators, 50CDs, 10DVDs, 10 packets A4 & 5 packets A3 papers, 50 Files, 50 folders, 25 Registers, necessary office stationery, processing fees for Overtime, PF, ESI maintain all site documents, PPMS, SOPs, Compliances, Quality performance and reports, Checklists, Trackers etc. for safe and economical running of services). Detail component shall be decided in the Initial / inception report.		**LUMPSUM**			
	MONTHLY TOTAL (A + B+ C + D + E), RS.					

Estimated Total Monthly Amount (ETMA) for the first year (in words): ----------
We Confirm That The Rate Quoted Above Is Inclusive Of All Applicable Taxes, GST, Service Taxes, Cess And Levies enforced by Govt. of C.G. & Govt. of India. No Tax shall be reimbursed.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the Authorised signatory)

Name and seal of bidder

Format to be filled by the bidders against the lumpsum quote towards Sundry Expenses in the financial proposal

a] Machineries to be deployed by the service provider

[A] Minimum Numbers of Machineries to be deployed by the service provider. (All the Machines Should be Good Working condition)						
Sl.No.	**Machineries**	**Make**	**Specifications**	**Unit**	**Qty.**	**Images for ref. only**
1	**2**	**3**	**4**	**5**	**6**	**7**
1	Heavy Duty walk behind scrubber dryer)	Johnson Diversey / taski /Karcher / Eureka Forbes or equivalent	9FP 551 E or equivalent	**Nos.**	**3**	
2	scrubbing 100 % drying in congested area	Johnson Diversey / taski /Karcher / Eureka Forbes or equivalent	VSPA 35 or equivalent	**Nos.**	**4**	
3	Vacuums cleaner Wet & Dry	Johnson Diversey / taski /Karcher / Eureka Forbes or equivalent	ZW 77SSC or equivalent	**Nos.**	**5**	
4	Telescopic pole	Johnson Diversey / taski /Karcher / Eureka Forbes or equivalent	3x1.5m or equivalent	**Nos.**	**4**	
5	MX 303 trolley	Johnson Diversey / taski /Karcher / Eureka Forbes or equivalent		**Nos.**	**5**	
6	GIPSY MULTIPURPOSE TROLLY	Unge or equivalent	Suitable size	**Nos.**	**4**	
7	safety ladder for out side	Unge or equivalent	Suitable size	**Nos.**	**4**	
8	staging for Dom		40 Feet Height capacity	**Nos.**	**1**	
9	Grass Cutter Machine	Honda or equivalent		**Nos.**	**2**	

APPENDIX C

TERMS OF REFERENCE OR SCOPE OF FACILITY MANAGEMENT SERVICES

I. SCOPE OF WORK /TOR

1 Objective

The purpose of this document is to lay down the scope of work for FACILITY MANAGEMENT SERVICES FOR **CLEANING WORKS AT "JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",** BODRI BILASPUR (C.G.)**,** including the area of the campus of the building, in terms of management and maintenance of landscaping, parking. Detail of service area is as below –

1. Total Area of Judicial Academy Building including Premises	- 30000	Sqm
2. Total Parking Area of Academy Building including Premises	- 18000	Sqm.
3. Total Landscaping Area (outside) of Academy Building	- 20000	Sqm.
4. Total Landscaping Area (inside) of Academy Building	- 700	Sqm.
5. Driver Rest rooms, Sentry Morcha & Gate-cabins	- 7500	Sqm.
6. G+1 storied structure of G/F & F/F 4.20m ht. area	- 6650	Sqm.
7. Maximum height of the building is 12.00m. area	- 350	Sqm.
8. Covered Path way – Ground Floor (300 mtr Long) area	- 600	Sqm.
9. Total Number of Toilets	- 54	Nos.
10. Stair Case	- 06	Nos.
11. Class Room/Conference Hall/Meeting Hall	- 09	Nos.
12. (200 Seater) Auditorium	- 01	Nos.

2 Scope of services

a. Integrated Facility Management Services of Building & Premises (Including Grass Cutting & Ground Cleaning etc.)
b. Helpdesk Management with Reporting
c. of Building & Premises
d. Solid Waste Collection, Segregation and Disposal
e. Insurance of Man, Machine
f. Liaison with local and state authorities
g. Value Engineering for better services and cost reduction.

3 Operation & Maintenance of utilities, services, and equipment-Broad Outline

This scope of work essentially indicates Operations & Maintenances services pertaining to upkeep & smooth working of the equipment's. Required Preventive Maintenance will be carried out for the equipment's at the facility as per benchmarked maintenance practices / OEM manuals of CPWD maintenance manual 2012 (with all amendments in time to time). For all inspections, Maintenance & Reporting's, procedure laid down in the CPWD maintenance manual 2012 (with all amendments in time to time) is applicable in this contract. Role & responsibility of TL/ Property Manager of this contract is equivalent to AE and Role & responsibility of Shift Supervisor of this contract is equivalent to JE as mentioned in the CPWD maintenance Manual.

3.1 Manpower

i. To provide and maintain efficient engineering services in the premises by deploying sufficient number of trained experienced and competent technical personnel.

ii. All statutory requirements like PF, ESIC will be met with.

iii. Necessary training to staff will be provided by Service Provider on site as per the schedule prepared well in advance and also as and when required in between.

iv. Carry out day to day activities that include operations and monitoring of utility services equipment, logging of all related parameter pertaining to the equipment, assessing the data and initiating necessary actions depending on the analysis of data/records.

v. Carry out maintenance services at specified intervals as per the OEM service / operations manuals.

vi. Coordinate with AMC contractors for scheduled and Break down maintenance & follow up as required. Continuous efforts will be made to minimize the down time of equipment. Payment to the AMCs shall be made by the Client directly.

vii. The manpower will be trained in soft skill and good manners. The manpower shall maintain good hygiene, cleanliness and clean uniforms

3.2 Materials, Consumables & Spares

i. To provide and maintain an efficient material management system.

ii. Service Provider shall monitor the stock and regularly advise Client on the requirement of the material & consumables based upon the inventory levels as per the site requirement. Client shall arrange to supply the material to the Service Provider based on the approvals.

3.3 Annual Maintenance Contracts

i. For AMCs to be maintained for critical equipment depending on the nature of equipment after defect liability period. Co-ordination & monitoring required for the Annual Maintenance contractors will be done by Service Provider. Payment to the AMCs shall be made by the Client directly.

ii. Efforts & suggestions will be made to reduce the AMC costs through alternate arrangements such as operation through trained manpower, quality audits, and planned preventive maintenance.

iii. Assist Client in select AMC agencies

iv. Service Provider will provide the list of spares and consumables required for all major equipment's during AMC operations which is subject to approval from Client. Necessary inventory will be created as per Client recommendations.

3.4 Equipment's

i. All equipment's will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out.

ii. Tools & tackles required for the services will be supplied by the Service Provider.

3.5 Providing 24/7 Operations & Technical Support

Manning and operation for the Engineering services, continuous monitoring of calls and complaints, work allocation to shift technicians and follow up on work progress.

i Generation of reports for Maintenance, maintaining & analyzing equipment operation logs for equipment.

ii Implementing Preventive maintenance as per schedules & Manuals

3.6 Working Hours

Business hours of the building on average will be 12 hours on all working days of the Government of Chhattisgarh. For this contract all working days means all days in a month excluding Sundays, 15 August, 01 November, 26 January & 1 May. After hours and on holidays there will only be skeleton staff and / or Plant Preventive Maintenance staff.

1.	Office Hours of the building	10.00 am to 5 pm
2.	services Hours	A] On all working days- General shift - 6.00 am to 2.00pm Evening shift - 2.00pm to 6.00 pm B] On all Sundays- General shift - 10.00 am to 6.00pm

4. Solid waste collection and disposal

It will be responsibility of bidder to collect solid waste and dispose the non-recyclable part in the designated land fill site, which will be within 3km from the Premises, using its own manpower and vehicle deployed by it.

5. Other Services

Tracking and submitting inventory reports of on monthly basis / as and when required. Tracking and submitting and costs on monthly basis.

SLA - Energy Management

S.No.	SERVICE LEVEL DESCRIPTION	STANDARDS	PERFORMANCE STANDARD
1	Provide an energy monitoring service for all premises including IBMS	To achieve annual targets as agreed with the Company Level of service to be agreed with the Company according to performance standards	80% compliance

2	Provide monthly reporting of Energy Management initiatives	Monthly reports to include:	90% compliance
		Energy usage information	
		Water usage information	
		CO2 emission information	
		Statement on awareness campaign	
3	Implement 'Energy Saving awareness Strategy'	Provide ongoing awareness initiatives to include:	100% compliance
		Energy saving techniques	
		Appropriate signage as agreed with the company	
		Instructions for correct use of equipment	

SLA - Health, Safety And Environment

No.	SERVICE LEVEL DESCRIPTION	STANDARDS	KPI	PERFORMANCE STANDARD
1	Facilities to be in compliance with testing regimes at all times and maintenance programmers to be reported	No reports of non compliance by agreed audit procedure	Non compliance to be reported monthly	100% compliance on agreed inspection and maintenance programmed.
2	First Aid facilities to be in compliance with agreed levels by site and notices maintained. Inspection program reported	No reports of non compliance by agreed audit procedure	Non compliance by agreed audit procedure	100% compliance
3	Occupational Health and Safety - adequate and appropriate facilities, equipment and trained staff are available and maintained for Management Team 'S operations	Audits at least quarterly intervals		100% compliance with implementation of improvement PWD Assures with agreed time frame
4	Risk assessments to be undertaken, control PWD Asures identified and implemented	Annual review unless significant changes (eg new equipment, new service) occurs in which case review instigated		
5	Accident book to be kept and statistics reported monthly	Book available on request		100% compliance
6	Safety culture assessment surveys	Conducted half yearly	Continual improvement H&S	>85% satisfaction
7	H & S Management System review	Yearly audit / review	Non compliance by agreed audit procedure	100% compliance with implementation of improvement PWD Assures with agreed time frame

III. Detailed Scope of FACILITY MANAGEMENT SERVICES FOR **CLEANING WORKS AT <u>"JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",</u>** BODRI BILASPUR (C.G.)

1. Services – Broad Outline

The Scope of Services outlined below should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. With the help of mix of man, machine, chemicals & standard operating procedures Service Provider will ensure efficient, clean, eco-friendly & quality service.

i. Definitions

Wherever these words occur in this specification, the following meanings shall apply:

Specifications: General information, general requirements, specific requirements, and any supplements, drawings, sketches and data sheets, attached or referenced, comprise the complete specification.

Work: All janitorial maintenance work specified, implied or directed

As Directed: Instructions from Manager's representative.

By Others: Work by others is not a part of this contract.

Indicated: Where the word appears in the Specification, it shall signify that the term or items referred to are indicated on the drawing

Approved/Approval: Satisfactory to the Manager's representative.

Manager's representative: The person designated as the project representative for administration of the Janitorial Maintenance contract.

Extra Work: Work above Service Provider's normal Scope of Services. Such "extra work" shall require prior written approval from Manager's representative. Compensation for approved extra work will be made by Client.

ii. General Requirement

Hours of Service: Janitorial services are to be provided on a daily basis, along with relievers. Twenty-four hour emergency service must be available throughout the year, without regard to daily schedules.

Reporting: The supervisor will submit a signed and dated daily report noting corrections, contacts with lessees, special problems, and other information as requested. The account supervisor shall also be responsible for all day porter schedules and job duties.

Facilities: A small on-site storage facility will be provided by Client. Scheduling shall be so as to optimize utility conservation. Janitorial closets and storage space will be used for janitorial supplies and equipment only. Service Provider is responsible to maintain these areas in a clean and orderly state.

Protection and Damage: Service Provider shall, without additional expense to the Client, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Service Provider's operations or of the actions of its agents or employees shall be made good by Service Provider at its expense. Service Provider shall take all precautions necessary for the protection against injury of all persons engaged in the performance of the Agreement. Service Provider shall observe all safety practices and comply with any applicable safety regulations, including but not limited to all regulations.

iv) **Scope of work**

a. To ensure the cleanliness free ambience of the premises.
b. Staffing as per Scope of Work to ensure optimum service as per scope of work.
c. Preparation and submission of various checklists/Inspections reports as schedules in the approved formats.
d. Activity reports regarding works handled.
e. Uniforms & Identity cards.
f. All statutory obligations such as PF, ESI, Minimum Wages, etc.
g. Provide necessary and adequate equipment and implements to ensure optimum service as per scope of work.
h. Adequate training of staff especially any specific requirements for this building (eg. the Jalli cleaning, roof cleaning).
i. Grass cutting and ground cleaning in the Judicial Academy, Hostel Building & it's Premises and Drain (Nala) and grass cleaning up to the road outside the boundary wall of the Judicial Academy, Hostel Building & it's Premises.

vi. Cleaning Process by the staff

a. Wet/Dry mop for cleaning in the designated areas.
b. Wet/Dry Vacuum cleaner for cleaning in the designated areas.
c. Use of Wet/Dry Scrubber machine for cleaning in the designated areas.
d. To use Mechanical Sweeper for sweeping in the designated areas.
e. To use Single disk scrubber for cleaning in the designated areas.
f. To use the rubber squeezers to remove excess water from various areas.
g. To clean the various surfaces in the estate as per the specifications.
h. To clean the various fittings/fixtures in the premises as per the specifications.
i. To clean all the lift cabins as per the specifications.
j. To clean the parking areas.
k. To clean the Mechanical Electrical areas (premises only) in the presence of respective operators. No equipment should be touched for any reason. These premises to be cleaned only in the presence of the M & E area operator or supervisor.
l. High dusting of corners, ledges, ceiling fixtures etc. will be performed on an as-needed basis, not less frequently than every 60 days.
m. Empty and clean the trash receptacles.
n. Clean and stock all the toilets in the premises.
o. Sweep the staircases, landings and other related areas.
p. Clean the various signage's of the areas.
q. Sweep, clean and dusting of entire internal and external area of building space including moveable and immoveable furniture, office equipment and Tools and Plants.
r. All walls, doors and windows (exterior & interior) to be cleared of all easily removable stains, smudges and hand marks. Any such marks, which cannot be removed easily without affecting the surface or existing paint, should be brought to the notice of the Supervisor.
s. Cleaning of all the Water Tanks on the roof.
t. General floor areas maintained free from scraps of paper, cigarette butts, etc.
u. Any condition of the building requiring repair or attention should be brought to the notice of the Supervisor as soon as possible.
v. To be alert and observe any discrepancies in the fittings, fixtures and other such items in the designated areas. To report any discrepancy to their supervisor and promptly initiate the incident report.
w. Report any lights failure, etc. to the Supervisors.
x. At least once per shift, the staff will police his particular area, picking-up cigarette butts, papers, leaves and any other debris, sweeping up the standing water and leaving the area in a neat, orderly condition. Any discrepancies or clean-up required beyond normal policing will be reported to the Supervisor immediately.
y. The supervisor should be notified when restroom supplies and light inventories need reordering.
z. Scour, wash and clean all basins, bowls and urinals, including tile walls and partitions near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats and wipe dry. Toilet seats to be left in an upright position.

v) Cleaning Supervisor

a. To monitor and ensure proper activities are conducted at the site as per specifications
b. To brief all staff regarding their duties, designated areas and special instructions if any.
c. To create awareness and train all staff regarding methods and the specifications and to inform them of any changes in routines or specifications.
d. To submit the various checklists, at the frequency instructed in the suggested formats.
e. To de-brief all supervised staff at the end of each shift.
f. To monitor that the staff is cleaning in proper manner in order to ensure that the surfaces are maintained in the best possible way and enhance their longevity.

g. To inform all discrepancies and maintenance requirements brought to his notice by his staff and his own observations to management promptly.
h. Ensure discipline, proper attire and etiquette in the staff under them.
i. To police all the designated areas to ensure effective .
j. To maintain the daily attendance record, absentees list and list of stand-by personnel called for duty.
k. Janitor closets and storage areas to be maintained in a neat and orderly manner at all times
l. Method Statement of the Basic Process
m. To organise training for Boys on use of various consumables , equipment and machinery.

2. Internal House-Keeping Services

Activity	Process
Spot cleaning	Dip a sponge into appropriate Solution mild and give a gentle wipe on the spots of the surface. The wiping should be done horizontally first and then vertically. Keep repeating the process till the spots disappear.
Damp cleaning	Give a complete dry mop to the surface and make sure that there are no solid dust particles. Then the mop has to be dipped in mild R2 solution or clean water and it has to be squeezed to avoid water flooding. Then it has to be run on the surface to one half part first and then the other half .
Dry Mopping	The aim of dry mopping is to control the dusts so the mop should be handled in a straight position by the left hand near the handle and it has to be run in one direction ie. forward and then the backwards moping is done after covering some distance.
Scrubbing	Initially the entire surface should be given a complete dry moping such that there are no solid dust particles. Then the diluted R2 solution has to be used with a scrubbing machine having a red pad (in case of hard surfaces brushes shall be used). The water has to be sprinkled initially and the scrubbing is done parallel, at the end of the process the water has to be squeezed out by using vaccumisers and then a complete dry mopping has to be given.
Buffing	This is the next process for scrubbing and preferably to use white pads to make the surface shining and glossy
Vacuuming	Vacuuming should be done for both hard and soft surfaces where in the floor tool has to be adjusted to keep out the brush and the vacuuming should not be done some big solid particles are there.
Shampooing	Stain Removers shall be used to remove small stains on the carpet, the foam is generated by the machine and it has to be run on a circular motion, in case of deep stains good concentrated stain removers shall be used and a complete Vacuuming has to be done after the process and it should be allowed to dry naturally

a. That the routine activities including but not limited to dusting, mopping, cleaning, vacuuming, carpet shampooing are carried out on regular basis in estate office.
b. To maintain all areas including but not limited to car park, entrance floor, passages, lobbies, staircase & locations including but not limited to office space, pantry, washrooms, utility rooms as per schedule.
c. Cleaning of window grills & glass from in/ out side on regular & scheduled basis.
d. Management the stationary inventory & supply for estate office for day to day activities.
e. Provision of sufficient number of office boys.

3. Lobby and Corridors: Daily Service

a. Sweep and clean building entrances.
b. Clean and sanitize all public telephones and enclosures. (neatly arrange and replace as needed all phone books)
c. Clean and remove smudges from entry door glass.
d. Cleaning all entry handles, door plates and metal trim.
e. Wipe clean all glass, wood or metal doors and door jambs.
f. Empty all trash receptacles, clean container with clean, damp cloth, and replace plastic liner. (Manager supplies liners).
g. Remove all debris from landscaped pots and planters. (report any thefts, broken pots or missing plants).
h. Dust and clean all horizontal surfaces.
i. Vacuum all carpet areas completely and remove spots.
j. Dust mop and damp mop entry floors.
k. Clean and remove smudges and marks on walls, wall coverings, and art work.
l. Wipe clean all directory boards (exterior) with clean, soft cloth using glass cleaner that is considered safe and not labeled as hazardous..
m. Dust and clean all lobby and corridor signage.
n. Report any lights burned out.
o. Secure all doors and turn off appropriate lights upon completion of work assignments.

4. Lobbies and Corridors - Weekly Service

a. Clean and remove all entry metal and sills.
b. Dust and clean or cleaning all baseboards.
c. Spot clean all carpeted areas.
d. Dust all ledges and exit signs.

e. Dust all walls above seven feet.
f. Clean inside of directory board with clean soft cloth.

5. Lobbies and Corridors - Monthly Service

a. Clean all ceiling vents and grills.
b. Dust high ceiling corners and entry ways.
c. Dust and clean light fixtures and covers (interior and exterior).
d. Clean and treat all wood paneling and furniture as required.
e. Strip, reseal or re-wax floors as necessary.
f. Shampoo carpet areas as necessary.
g. Clean, detail and sanitize public phones, office T&P, work stations and enclosures.
h. Dust and clean all fire lobby doors inside and out.

6. Offices - Daily Service:

a. Remove hand spots or smudges from entry doors.
b. Using a dustless mop, damp mop all non-carpeted areas.
c. Vacuum and spot clean carpets in all traffic areas, removing staples and other debris.
d. Properly position furniture, books and magazines in reception areas, workstations ,offices .
e. Properly position furniture in offices and conference rooms.
f. Display boards will be cleaned upon request only.
g. Remove fingerprints and smudges from all walls.
h. Spot clean all partition glass and mirrors.
i. Remove all fingerprints and smudges from light switch covers, electrical outlet cover plates and doorknob handles.
j. Dust windows sills and ledges.
k. Dust all horizontal surfaces under seven feet, furniture, and equipment. DO NOT dust desks, conference tables or counters
which are cluttered with paperwork unless it is ordered and shall be attended in presence of concerned staff.
l. Dust and replace all desk ornaments, phones and machines in their original position.
m. Clean furniture fabric with a whisk broom to sweep off any dust, paper bits, and erasures as needed. (remove all staples)
n. Empty all ashtrays and wipe clean.
o. Empty all wastebaskets and carry trash to designated areas for removal; replace plastic liners as needed.
p. Empty large recycling bins from offices into separate container to be disposed of into specially designated recycling dumpsters.
q. Clean and wash all lunchroom table tops, counters, sinks, cabinets, refrigerator, and stove (exterior only) surfaces. (report any insect problems)
r. Report all burned-out lights.
s. Before leaving any suite, shut off lights, electrical appliances, close drapes and blinds and lock all entrance doors and only interior doors as requested.
t. Telephone cleaning
u. Room freshener at all rooms

7. Offices - Weekly Service

a. Damp wipe all interior doors with a treated cloth.
b. Detail vacuum entire carpet areas; remove staples and other debris.
c. Cleaning all desk tops that are cleared of paperwork.
d. Dust all ledges, files, baseboards, and sills under seven feet.
e. Vacuum all furniture or wipe vinyl furniture clean.
f. Dust all lower parts of furniture.
g. Detail and clean all kitchen or wet bar areas.

8. Offices - Monthly Service

a. Completely clean all partitions and doors, door jambs, door floor plates, glass and mirrors from floor to ceiling.
b. Dust all ledges, wall, moldings, pictures, shelves, etc. over seven feet.
c. Dust clean or vacuum all drapes and blinds.
d. Brush down and clean all vents and grills.
e. Strip, clean and apply floor dressing to all composition, hardwood and parquet floors.
f. Scrub and wax all tile floors.
g. Detail all desks and office furniture.
h. Dust and clean all light fixtures and covers.
i. Detail and clean all lunch room areas.
j. Clean all baseboards.
k. Detail and vacuum chairs and upholstered furniture.
l. Shampooing of chairs, where ever and whenever required

9. Restrooms - Daily Service

a. 4 services daily for common rest rooms / toilets / wash rooms
b. 2 services daily for rest rooms / toilets / wash rooms attached to cabins / chambers of officers / executives
c. Dust and clean restroom signage and doors.
d. Vacuum all restrooms vestibules and remove spots.
e. Wet mop and disinfect tile floor, paying particular attention to areas under urinals and toilet bowls.

f. Clean alkaline deposits and soap spills from floor tile grout.
g. Wash and disinfect all basins, urinals, and toilet bowls.
h. Clean underside rims of urinals and toilet bowls.
i. Wash both sides of toilet seats with soap and water and disinfect.
j. Empty, clean, sanitize, and cleaning all paper dispensers, replacing liners as necessary.
k. Clean and cleaning all mirrors.
l. Dust ledges and base boards.
m. Damp wipe, cleaning, and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean-out covers, and door knobs.
n. Spot clean with disinfectant all partitions and tile walls. (report any graffiti and remove if possible)
o. Fill all toiletries in the rest room and track record of consumption.
p. Report all burned out lights, leaking faucets, running plumbing, or other maintenance needs.
q. Janitor carts will not be brought into restroom areas or used to prop open doors.
r. Restroom doors will be propped open with a rubber stop, and a sign indicating "restroom closed for cleaning", will be placed outside.

10. Restrooms - Semi Weekly (twice per week)

Pour clean water down floor drains to prevent sewer gas from escaping.

11. Restrooms - Weekly Service

a. Wash down all enamel walls.
b. Wash all waste containers and disinfect.
c. Clean and cleaning all doors, door plates, and hardware.

12. Restrooms - Monthly Service

a. Wipe clean all ceilings, lights, and fixtures.
b. Strip wax and apply new wax to tile floors.
c. Shampoo, as needed and clean vestibule carpet if any.
d. Detail all toilet compartments and fixtures.
e. Brush and clean all grills and vents.

13. Elevators - Daily Service

a. Vacuum and clean all spots and stains from carpet.
b. Dust and clean granite baseboards.
c. Dust and cleaning all metal with approved cleaning (no abrasives).
d. Damp wipe and remove all spots and fingerprints from doors and walls (interior and exterior).
e. Dust and clean elevator ceilings and lights.
f. Remove gum, stains or debris from ceilings, handrails and elevator tracks.
g. Dust, disinfect and clean emergency phone and security compartments.
h. Clean all call buttons, call plates, and signage.
i. Report any burned-out lights or malfunctions of elevator.
j. Clean and cleaning elevator tracks.

14. Stairwells - Daily Service

a. Police entire stairwell, removing all trash, cigarette butts, etc.
b. Report any exit signs that are burned out.
c. Report any lights burned-out.

15. Stairwells - Weekly Service

a. Sweep down all stairs and landings.
b. Dust all handrails, banisters, and ledges.
c. Clean all walls of fingerprints and smudge marks, etc.
d. Dust and clean all stairwell signage.
e. Dust and clean all emergency phones.

16. Stairwells - Monthly Service

a. Wipe clean all stairwell doors and door jambs.
b. Wet mop all stairs and staff landing. (clean base boards if necessary)
c. Dust and clean all lights and fixtures.
d. Dust and clean all emergency fire equipment and plumbing.

17. Canteens

Any canteens will be operated by canteen operators within the building, layout of which is shown in Drawing**.** and cleaning services of these two canteens shall also be in the scope of the Facility Management Service Provider. Solid waste generated by these canteens shall be picked up by the Facility Management Service Provider for each of the canteens, and shall be disposed in the way mentioned in this NIT.

18. Gate Office & Security Cabin within the campus within the boundary wall- Weekly Service Provider shall ensure

a. That the routine activities including but not limited to dusting, mopping, cleaning, vacuuming, carpet shampooing are carried out on regular basis in gate office & security cabin.
b. To maintain all areas including but not limited to car park, entrance floor, passages, lobbies, staircase & locations including but not limited to office space, pantry, washrooms, utility rooms as per schedule.
c. Cleaning of security gate.

d. Cleaning of window grills & glass up to 30ft height from in/ out side on regular & scheduled basis.
e. Management of the stationary inventory & supply for gate office for day to day activities
f. Service Provider will provide office boy service for daily office activity.
g. Service Provider shall provide office related support like dish & cup washing, cabin arrangement, conference room arrangement.

19. External Cleaning - Weekly

i. Cleaning of Roads and pathways within the campus within the boundary wall

a. Cleaning all roads.
b. Clearing storm drain from all sort of garbage in drainage like but not limited to plastic bags, dry leaves, debris etc.
c. Cleaning roads from any oil spills & assure safe & secure traffic flow.
d. Cleaning street lights- poles & lamp fixtures including but not limited to glass covers.

ii. Parking Area management within the campus within the boundary wall- Weekly

a. Cleaning the common parking area for assuring maximum & efficient parking facility.
b. Parking management by smart attendant.

iii. Fencing/ Compound

a. Cleaning all grills & compound wall regularly
b. Checking for any repair work required & reporting it to management team.

20. Reports

a. Reporting for routine activity (Daily report, monthly report, staff deployment, shift schedule)
b. Incidental reports
c. Observation reports

21. Training

a. Maintaining a training schedule on routine basis for & soft skills including but not limited to induction, grooming,
behavior, HK Chemicals, HK machineries & all HK activities.
b. All staff well trained in respective areas & responsibilities.
c. Logging & maintenance of training records & submission of the same on frequent basis e.g. monthly.

22. Inspection (Supervision)

a. Supervision & monitoring of activities of their staff to insure that is acceptable.
b. Development of an inspection checklist that is tailored to the individual work area.
c. Noting of all deficiencies during the inspection & documenting in sufficient detail to allow the use of the checklist as a cleanup guide.
d. During inspections, any safety related deficiencies that constitute hazardous conditions must be given priority attention. Hazardous conditions that constitute imminent danger shall be immediately reported to the respective manager who in turn, will notify the management.

23. activities

i. Dustbin cleaning/disposal

a. Replacement of liners
b. Emptying of all dustbins

ii. Toilet cleaning

a. Thorough cleaning of Basins
b. Thorough cleaning of WC(s)
c. Thorough cleaning of Urinals
d. Cleaning of fittings
e. Removal of Graffiti
f. Supply/Replenish of consumables
g. Thorough cleaning of showers
h. Thorough cleaning of bathroom fittings/Furniture
i. Thorough cleaning of exhaust fans/vents
j. Moping with neutral detergents
k. Cleaning of wall area up to sill level
l. Thorough Cleaning of mirrors for any finger prints/dirt

iii. Hard Floor-(Concrete) cleaning

a. Thorough Sweeping to remove all dirt
b. Pressure cleaning for sticky dirt & stains

iv. Door/Frames/Surrounds

a. Spot cleaning and removal of all marks
b. Thorough cleaning of all doors/including fire doors

v. Windows

Spot cleaning including damp wiping of sills

vi. Walls

a. Spot cleaning of walls up to reachable height
b. Wipe all low level surfaces up to 1.8 m by neutral detergent cloth to remove all stains if any

vii. Glass cleaning in partitions/doors

Thorough cleaning of both sides of glass &spot cleaning if needed

viii. Vitrified tile/vinyl floor cleaning

a. Complete mopping both dry/wet by neutral detergents to remove all spills and marks
b. Scrubbing to be done on need basis particularly on edges and corners
c. Buffing with a filtered suction cleaninger

i. Furniture/fixings

a. Wipe all hard furniture with neutral detergents & cloth and spot cleaning of stains
b. Vacuum cleaning of soft furniture
c. Full cleaning of soft furniture to remove all soils & stains

ii. Stairwell cleaning

Removal of cob-webs, wiping of handrails& removal of reachable height wall smudges

iii. Lifts

a. Spot cleaning of walls, cleaninging of vacuum door tracks if needed
b. Sweeping and removal of dirt

iv. Cleaning of facades, claddings and glass block works

Cleaning of facades, claddings and glass block works will be the responsibility of the Service Provider. Equipment with operation guideline and a guideline on methodology and frequency of cleaning of glass block works and glass facade shall be provided by the Client, though the consumable cleaning agents shall be provided by the Service Provider. The Service Provider shall arrange training of its persons for operation such equipment. Cost of maintenance of such equipment shall be borne by the Client.

v. Sweeping of terrace and roofs

Once a week

vi. Pre-monsoon Checks

Check all drainage pipes and remove blockages

vii. Removal of Bee-hives

Immediately after formation or on a regular basis

viii. Balconies/ Veranda

- Sweep to remove all dirt, butts and leaves
- Wipe and clean the railings, light switches, exterior panes of glass windows and damp mop of tiled floor

ix. Entry/foyer/lobby

- Damp wipe of counters, removal of cobwebs
- Thorough cleaning of glass doors, window ledges, visible glass etc.
- Floor cleaning by moping

x. Training of Cleaning Personnel

- All management and supervisory personnel are responsible for training the cleaning operatives to use recognized safe working methods.
- The general safety working practices recommended are as follows;

xi. Protective clothing

a. The appropriate clothing issued includes a uniform and, if appropriate (but not limited to), gloves, safety helmet, safety glasses, safety shoes, and safety harness. The cleaning operatives should also be informed to wear no jewellery, keep their hair tied back from the face, and to wear closed in shoes.
b. The provision of the protective clothing and the rules addressed serve two purposes:
c. To protect the cleaning operative and his/her personal clothing from damage;
d. To prevent cross infection for the protection of him/herself and others.

xii. Electrical equipment

The cleaning operative should:

a. Clean equipment thoroughly after each use;
b. Always switch off at the mains before connecting or disconnecting attachments to equipment or cleaning the machinery;
c. Handle plugs without touching pins;
d. Visually check equipment for faults both before and after use;
e. Report any faults to electrical equipment to the supervisor and not use the equipment if faulty. A broken/faulty machine should be removed to the store area and arrangements made for its return to the engineering workshop;
f. Ensure that his/her hands are dry when touching electrical sockets or plugs;
g. Never allow cables to become taut at ankle height;
h. Ensure that cables are not trailing across corridors or traffic ways;
i. Ensure that equipment does not clutter up corridors, block fire escapes, or fire escape routes;
j. Always use caution signs when carrying out cleaning duties.

xiii. Manual equipment

The cleaning operative should ensure that when mopping floors he/she:

a. Does not over-wet the floor;
b. Always leaves a dry area for people to walk over;
c. Uses caution signs when carrying out cleaning duties;
d. Rinses all floors thoroughly.

xiv. Cleaning agents

a. The cleaning operative should:
b. Ensuring that the agents are always kept in a sealed container;
c. Ensure that the lid is securely fitted to the container;
d. Always keep the container under lock and key when not in use;
e. Always wear rubber gloves when physically handling cleaning agents;
f. Follow the instructions on the container of each agent;
g. Never mix two types of cleaning agent together;
h. Ensure that the oldest agents are always used first;
i. Know the Safety Symbols shown on containers;
j. Be aware that the Product Data Safety Sheet for all chemicals are held in the site office/appointed location.

xv. Safety Equipment

The cleaning operative should:

a. Follow safe lifting and carrying techniques by lifting with his/her knees bent and arms straight;
b. Be concerned with his/her own personal hygiene by:
c. Bathing and washing hair regularly;
d. Washing hands after each cleaning task;
e. Wearing clean clothing every day.
f. Not get distracted during cleaning operations as this may result in injury to self or others;
g. Ensure that he/she does not engage in any 'horseplay' as this may result in injury to self or others;
h. If applicable, follow the colour code system for cleaning equipment which is;
Blue – Offices/ General areas
Red – Toilets
Yellow – Meeting/ Conference Rooms

This is to prevent cross-infection from one area to another and this policy is mandatory for all employees where the system is implemented. On completion of training, the supervisor should ensure that each cleaning operative follows the training given and continues to work in a safe manner. A training checklist is completed for each employee and held on his or her personal file. The employee initials against each skill trained in and signs the form confirming that they have been trained in the safe working method indicated in the form.

xvi. SLA – FACILITY MANAGEMENT SERVICES

Sr.No	DESCRIPTION	STANDARDS	MEASUREMENT	PARAMETERS
A	**A Routine cleaning and**			
1	Executive Staff	Provide tea/coffee service as requested for customer/ VIP meetings	Zero complaints to facilities hotline	1 or more documented complaints=0% conformance
2	Daily Cleaning	Daily	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints=0% conformance
3	Emptying of waste bins	All areas to be kept clean and tidy at all times	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints=0% conformance
4	Vacuuming of carpet areas	All areas to be kept clean and tidy at all times	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints=0% conformance
5	Cleaning of all tables, chairs, cabinet tops and conference room furniture	All areas to be kept clean and tidy at all times	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints=0% conformance
6	Cleaning of glass doors, partitions and workstation partition	All areas to be kept clean and tidy at all times	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints=0% conformance

7	Cleaning of toilets	Hourly inspection. Areas to be kept clean and stocked up with adequate consumables	Not more than 5 reasonable complaints per month through facilities hotline	6 or more documented complaints = 0% conformance
8	Road cleaning	Daily		6 or more documented complaints = 0% conformance
9	External Area including culverts and installations	Daily	Not more than 5 reasonable complaints per month through facilities hotline 6 or more documented	
B	**Periodic Cleaning**			
1	corners scrubbing	weekly	90% achievement of schedule	1 or more noncompliance to schedule = 0% conformance
2	change of consumables			
3	floor scrubbing			
4	Descaling			
5	Fixed workstation cleaning			
6	Meeting room deep cleaning fortnightly			
7	Carpet shampooing half yearly			
8	Internal windows, sills, blinds	half yearly		
9	Base of white boards	half yearly		
10	Air-conditioning grill cleaning	fortnightly		
11	Floor cleaninging half yearly			
12	Spring cleaning of toilets	weekly		
13	Maintenance of wooden furniture	weekly		
14	Health & Safety	Zero related H&S incidents		

xvii. Meeting Room Services

Meeting room services shall be provided which shall have the video conference facility. These rooms shall be available to the respective departments on first come first serve basis.

xviii. SLA - Meeting Room Management

Sr.No	SERVICE LEVEL DESCRIPTION	STANDARDS	Client SUREMENTS	PARAMETERS
1	Maintain all meeting rooms, including seminar rooms, conference rooms etc, in proper and ready-to -use conditions.			
2	Table & chairs arrangement (clean table, empty bins, chairs tucked in).	Checks of all meeting rooms completed on hour in advance	Routine audit by Management Team	% of Non-conformance= (No. of documented instances service not available/no. of working days for the month)x100%
3	Request for specific table & chair rearrangement at Clients room	As per agreement with the user	Statistics provided in monthly report	
4	Report requirement of Replenishment consumables (i.e. markers, flipcharts pads, erasers) in advance	Checks of all meeting rooms completed as agreed		

xix. Garbage Collection

a. Collection & disposal of all garbage on regular basis at least once in a day. Responsibility of primary disposal shall be within the campus of the SSB Building

b. Maintain hygiene in the premises by routine garbage collection & disposal by safe & secured manner.

c. Elevators will not be locked off or held on any floors to remove trash or equipment; only designated Stair case will be used.

d. Building entrance doors will not be used to remove trash from the building.

e. Prior to removal, trash will be properly protected against spillage or staining of carpet and floors.

f. All trash will be brought down in an inconspicuous manner. All trash will be inspected by security officer prior to emptying into trash compactor.

g. Building supervisor will train and coordinate selected personnel in the operating procedures of the trash compactor.

h. Recycling Documents - Security officer will ensure that all papers, CDs, memory devices will be shredded before they are disposed and then he will escort janitor to recycling bins located in the parking structure. Security officer will have key to locked bins.

i. Any spills or debris should be cleaned up prior to leaving this area.

j. Any defects or improper working conditions must be reported to the Manager.

k. The waste collected in the common area shall be segregated & collected in different colour bags for organic & inorganic waste & dumped to the dumping point by the boys, where as the waste from the individual unit holders shall be collected and segregated & dumped to the dumping point by the staff of the unit holders.

l. The waste from the dumping point shall collected by the agency finalised for collection who in term shall pick up the waste and dispose it off to the corporation disposal point through their vehicles.

m. Implementation of following steps ensure waste management to the highest standards:

n. Service Provider would implement the effort through

i. Systematic & Periodic Waste collection

ii. Segregation of wastes

iii. Salvaging of recyclable waste

iv. Scientific & Environment friendly means of disposing the waste

v. Waste Minimization under the aegis of a Waste Minimization Advisory Committee through

vi. Source Reduction

vii. Standards

viii. Purchasing

ix. Recycling

x. Education

xi. Coordination

o. A “Refuse Collection Division” would be constituted with the supervisor at the helm who would coordinate the entire effort of waste management.

p. A monthly planner for the work schedule would be planned, for the entire premises. Bulky refuse, rags which otherwise would be specifically banned from being consigned to the cans on normal days.

q. The waste can be in terms of its susceptibility to purification, divided into two categories i.e. Wet (Organic) and Dry (Inorganic).The dry waste would categorize as recyclable and non-recyclable. All forms of dry waste wouldn’t be allowed in the garbage can.

r. The recyclable category of the dry waste can be either salvaged or disposed to a contractor at appropriate rates, after due precautions like crushing of plastic bottles and other such obligations. The money so obtained can be used to partly fund the Waste Collection effort.

s. The waste so collected at each of these dumps would be collected by the garbage trucks. The wet and the dry waste would be collected separately, and taken to the respective disposal site.

t. The dry waste that would have recyclable and non-recyclable components, of this the recyclable waste would be salvaged and the non-recyclable consigned to the location designated by PWD.

u. The collected non-recyclable solid waste shall be handled by the Facility Management Service Provider, as per applicable Solid waste Handling Rules. It will transport the solid waste using the vehicle deployed by it, to the designated site and shall dispose using its own manpower. The site for disposal shall be within 3 kilometers from the subject building under responsibility. All cosrs, including the cost of POL for operation of the vehicle for transportation of solid waste shall be botne by the Facility Management Service Provider.

v. There will be on canteens functioning within the Building under responsibility, layout of which has been shown in Collection, transportation and disposal of solid waste of the two canteens shall be under the responsibility of the Facility Management Service Provider. Solid waste shall be collected by the canteen operators, such accumulated solid waste shall be picked up by the Facility Management Service Provider from a single point for each of the canteens.

xxiii. Helpdesk Management

a. The Helpdesk Services of IFM pertain to the problems on Helpdesk and resolving the problems to closure, which occur on day to day basis. Service Provider will be required to manage Helpdesk at the in the building wherein the problems will be logged either on telephone, in person or through email. Helpdesk will classify all such calls and would forward / allocate to the concerned departments, i.e. Engineers / Technicians, Supervisor or any concerned operational staff for resolution. For each type of problem, the response time would be defined and Service Provider will adhere to it.

b. This helpdesk will receive, log and track all calls related to the end users in the premises. For calls / services it is not directly responsible, these would be informed and escalated to the concerned Client personnel as decided and communicated to the helpdesk from time to time.

c. Helpdesk will be manned and managed on a working hours basis by qualified computer literate Helpdesk Operators.

d. Helpdesk will be allotted a dedicated Telephone Extension No. by Client

e. An email ID will be provided for Helpdesk by Client

f. Any problem logged in Helpdesk either telephonically or through mail will be registered by Helpdesk operator in a Complaint Register and allotted a Unique No. on that date.

g. Work orders will be made by Helpdesk operator and handed over to respective attendant to attend to the problem.

h. Any Complaint lodged in Helpdesk will be responded depending on nature of the problem but not later than 1 hour and resolved within 2 hours (routine Complaint) of logging the complaint.

i. Once the call is closed the respective attendant will get the signature of the complainant on the work order. Helpdesk operator will counter check before closure of any problems assigned.

j. Resolution of the problem will be reconfirmed by the Helpdesk operator with the complainant and then will close in the register.

k. At the end of each day, the unattended and pending problems will be carried forward to the next day and a report of such problems will be prepared and forwarded to the respective facility team in premises.

xxiv. Escalations

All routine problems, Helpdesk related problems, Operations related problems, will be handled by the Service Provider without any intervention of Client. If any call is not resolved within the agreed timelines, it will be escalated to the concerned as per the escalation matrix as mutually decided after Contract is awarded.

1. Requests and statistics : SLA Helpdesk Management

Sr.No	SERVICE LEVEL DESCRIPTION	STANDARDS	Client's Requirement	PARAMETERS
1	To provide a dedicated hotline and customer service facility to receive, co-ordinate and monitor service delivery and customer requirements	Service hours as agreed upon by the Client as well as Management Team	All calls are responded to during operating hours	% of Non-conformance= (No. of Service request (SR)+Reactive requests(RR) not recorded in hotline. No. of SR+RR for the month)x100%
2	Maintain log of all Requests	Manual and or electronic logging of all service requests to include; user request, date, time, action taken and completion details	All requests to be captured and reported in monthly report	
		100% of all requests to be recorded on the day of request if received by 17:00 hrs. Health and Safety to be given priority, followed by business critical	No complaints from the user	
3	Prepare monthly report on Service completion time	All service statistics be issued to agreed timetable and to be 100% accurate	Quarterly audit of Electronic or manual records by Management Team	
4	Prepare monthly report on service completion times	All request to be completed according to individual SLA's	Statistical analysis of user requests to be included in monthly repor	% of Non-conformance= (No of documented SR + RR not meeting response times / No. of SR+RR for the month)/100%
		Priority order -1. H&S, respond straight away Priority order -2. Business critical, respond within 30 min		
		Priority order -3. Normal requests: Respond same day if requested before 17:00 hrs		
5	Client's satisfaction	Monthly hotline job specification survey	Minimum overall rating achieved 90% satisfaction. To be included in monthly report	% of Non-conformance= (No. of unsatisfied users as per job card/ No. of SR+RR for the month)x 100% < 10%

i. Preventive Maintenance

Service Provider shall implement a predetermined program to maintain facilities equipment and systems according to Client's standards, industry best practices and manufacturer's recommendations. The electrical preventive maintenance program shall be designed to provide zero unscheduled downtime of building electrical services. The program shall include, but not be limited to, preventive tasks and frequencies, and predictive maintenance techniques. Service Provider will propose a detailed PM plan showing tasks and frequencies, which will be subject to the approval of the Client. Service Provider will coordinate site maintenance shutdowns.

ii. Major Maintenance and Refurbishing

Service Provider shall submit to Client in advance any requirements for major maintenance or refurbishing of equipment. Such work shall be performed on a project basis, upon approval of Client.

iii. Equipment Maintenance, Repair & Testing Requirements

a. The instruments shall be used within the mfg. range for that equipment.
b. All spanners, wrenches and required hand tools must be in good working order.
c. All powered tools must be equipped with individual ELCB to prevent main tripping.
d. All chemicals intended for cleaning or other purposes must first obtain approval by EHS.
e. All test equipment shall be calibrated to the manufacturer's requirements or every year, whichever is stricter.
f. Date of calibration shall be displayed on the instrument with document available if required.

iv. Work Order Priorities

a. Contractor shall implement a planned work environment in which work is planned, scheduled, coordinated, and documented by a work order control system and in coordination with the help desk processes. Service Provider will work with Site management to ensure there is always a response appropriate for the severity of the situation or problem.
b. Service Provider will ensure it's employees are versed in both interpreting and assigning work order priorities in a manner consistent with Site's program.
c. Work shall be prioritized and completed according to the following codes:

v. Priority Levels

a. **Safety Related -** An unsafe condition related to the facility or equipment which places an individual in danger or has the potential of creating a dangerous situation. Indoor air quality issues are included.
b. **Mission Critical -** A condition based on a need to meet critical schedules, to complete other critical functions, to procure critical information or to address code/regulatory requirements.
c. **Asset Threatening -** A condition which, if un-addressed, could lead to further damage to the facility, equipment, contents, or site. Includes equipment and systems classified as critical with redundancy, and classified as non critical, as well as Security issues.
d. **Abnormal Symptom -** A condition based on a reported anomaly that may have the potential to be Asset Threatening, Mission Critical or Safety Related.
e. **Corrective Maintenance -** Unplanned maintenance to correct an abnormal condition which will restore the item to an acceptable operating condition.
f. **Preventive Maintenance -** Planned maintenance which has a pre-planned schedule, pre-planned tasks and fixed duration. Perform per mutually agreed schedule.
g. **Special Projects -** Improvements, alterations, adds, moves or changes which can be scheduled as a floating project not defined within the above priorities. Complete per mutually agreed schedule.

vi. Shutdowns

Service Provider will be responsible for acquiring advance approval per site requirements and coordinating Building / Site shutdowns with the Client. The coordination activity involves but not limited to selecting shutdown dates and conducting update meetings with all affected business unit representatives, and communicating the shutdown plan to all customers. Service Provider will support Client's shutdown requirement under terms of this contract.

vii. Non-interruption of Client Business

a. All Service Provider work shall be pre planned and job plans shall be available for review by Client. Service Provider shall schedule and attend work coordination meetings as necessary. Work that affects Client operations or the work of other contractors shall be submitted to Client per site requirements.
b. Service Provider work shall be scheduled nights and weekends when necessary in order to affect a minimum number of building occupants, as determined by Client.
c. Service Provider shall provide troubleshooting and correction to routine operations.

vii. Procurement of tools

Service Provider will acquire all tools and test kits necessary to perform work under this Agreement. In addition to standard hand and power tools, the definition of "tools" includes ladders, electronic testing equipment (multi-meters, Meggar etc.), and PPE. Service Provider is responsible for specifying tools that are of appropriate type, quality, and safety, in coordination with Client policies.

ix. Utility/ Energy Monitoring

a. Service Provider's will track utility usage, including INR amounts, total litres, kilowatt-hours, tonnage and any other pertinent unit of Client surement for benchmarking and process improvement tracking.

b. Reports and analysis will be required per Client's needs.

c. In addition to the M&E activities, The Service Provider will be required to monitor the use of energy, producing reports and recommendations on how to improve efficiency and reduce costs. This contractual service will be considered part of the contract and as such there will be no additional payment. For avoidance of doubt - should Client request a separate 'Energy Survey' compiling an innovative solution for energy savings – this will be considered as not part of the contract and thereby subject to a negotiated payment.

x. General Requirements

a. Service Provider shall provide sufficient staffing coverage to provide services as documented in the base contract specs.

b. Service Provider employees are expected to be uniformed and present a professional appearance at all times. Service Provider will provide labour, training and management of the staff at our locations. Service Provider will provide detailed job descriptions for all positions as well as proposed manpower broken out overall and per shift.

c. Service Provider's employees must be able to understand and respond to emergency instructions from Emergency Response Team members and Public Address notifications.

d. Individuals tasked with responding to Help Desk calls must be able to communicate well enough to take verbal directions from remote operator, interact with onsite customers when clarifications is needed and follow issues through to completion.

e. Service Provider shall strive to meet requests within the parameters established by the Client. Service Provider Service Provider to jointly develop and meet Client's expectations in the facilities appearance & cleanliness.

f. Service Provider must be able to respond to short notice for special projects or requests, as needed, construction clean-ups, open houses or special events. NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus.

g. May be asked to provide a proposal to the Client Asset Manager, or his representative for any work outside the Scope of Work identified herein. Service Provider may receive approval to proceed with any additional work.

h. While on site, breaks and lunch must be taken in designated areas only. Service Provider may use the on- site cafeterias at a stated time identified by the Client.

i. Smoking is permitted only in designated smoking shelters. Decks and other outside areas are not to be used as smoking areas. This policy is in effect at all times.

j. No radios, cameras, cassette/CD players, or any other electronic will be allowed while working outside.

k. Staff / personnel of Service Provider should not bring any electronic device that is a threat to the overall security of the premises, this includes mobile phones with camera and/or Bluetooth, cameras, and pen drives, such devices if un-avoidable will be declared at the security post.

l. Business telephone usage of employees will be limited. Exceptions will be made for emergencies.

m. There shall be NO IMPACT to any Client facility or system resulting from services rendered by Service Provider under this Scope of Work.

n. Service Provider shall provide Client with schedule and area maps depicting time & days of services to be performed. Service Provider shall adjust schedules as necessary to meet individual area security or access requirements.

o. Service Provider will maintain a log and track completion. Service Provider must maintain greater than 95% completion to agreed upon closure dates. Completion dates may or may not be negotiable depending on circumstances.

p. Service Provider is expected to wear appropriate PPE during the performance of all tasks.

q. Service Provider must maintain limited access to concentrate chemicals. Service Provider is not authorized to mix daily use chemicals by hand nor utilize non-diluted concentrates.

r. Service Provider may be required to assist in areas outside scope of work as related to custodial support, but not to affect normal operations unless approved by Client.

xi. General discipline

a. They should also watch and make Intelligence reports on suspicious characters and make necessary arrangements to counter these elements with the help of CISF/Police/Security Personal.

b. All vehicles in parking area shall be monitored and adequate measures shall be made to protect to the extent possible with the available manpower.

xii. Key management

Service Provider shall liaison with Security/Police for obtaining any keys. A detailed register must be kept up-to-date at all times. Keys are to be issued to authorised persons only and must have Client Asset Manager's written approval. NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus Bodri Bilaspur.

xiii. First aid equipment

Service Provider will be responsible for ensuring First Aid kits are available within the Service Provider Office and other relevant locations are correctly stocked at all times in accordance with legislative requirements. Service Provider will also ensure that trained personnel in first aid will be available at sites throughout the day.

xiv. Workplace Handbooks

Service Provider will be required to review the existing workplace handbooks – asset service manual, etc and update the same as required.

xvi. Maintenance of Site Documentation

Service Provider will be responsible for documenting and reporting every aspect related to the delivery of Service Provider services. Site-specific documentation remains the property of Client at all times. This includes all reports, contracts, leases and the like.

xvii. Reporting requirements

i. Management Reporting

All reports shall be provided in the prescribed formats attached in this document, which shall be modified/added time to time. Within Seven days after the completion of the month, Service Provider is required to provide a Monthly Management Report to Client outlining activities for that month. The format, which shall contain performance measurable, is to be agreed between Clientand Service Provider.

ii. Weekly Reports

Weekly Reports must be submitted by no later than next Tuesday for the last week.

iii. Incident Reporting

Service Provider will be required to report all Accidents (both EH&S and M&E) to Client immediately. A preliminary report is required six (6) hours for incidents/accidents involving any interruption to services / injury to employees. The report must outline the following:

a. Root cause analysis
b. Impact
c. Business loss
d. Corrective Action (even if only temporary)
e. First level of investigation
f. The final report for critical load (M&E) is to be submitted within 48 hours, outlining in detail the following:
g. Nature of the Incident/ Accident
h. Time, Location
i. Injuries
j. Description of how the incident occurred
k. Witness descriptions NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy Building and its campus at Bilaspur
l. Rectification requirements/ investigation undertaken
m. Recommendations to ensure Incident does not re-occur
n. Risk mitigation strategy

iv. Information Systems

Service Provider will be responsible for the development and maintenance of an information system platform to support the delivery of services to Client. As a minimum, the following Information Systems must be utilised:

a. A knowledge centre for all documents, procedures and management reports
b. Help Desk System
c. Documentation of documented PM related expenses
d. Expenses and Tracking
e. Performance Management System

General Requirements

i. Statutory Compliance

The Service Provider would need to ensure that the all the statutory requirements operating building are in force and adhered to. These may include (but not limited to)

a. Contract labour
b. Pollution control board
c. Electrical Inspectorate
d. Any other aspect of occupying buildings and managing outsourced/vendor employees.

ii. Signage/ Internal Walls and Coverings

Service Provider will be responsible for the management of all Client signage and coverings, including but not limited to :

a. All building signage
b. All external signage (office directory name plates) as required
c. All statutory signage (e.g.; Exit signage/ Registered office signage)
d. Traffic signage

iv. Budget Forecast

NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus at Bilaspur Service Provider will give requirement of annual budget forecast each month wise with detailed justification of each head and item required to Ministry, for approval. The expenditure shall be tracked through MMR for continuous budget flow in whole year. Service Provider will not incur any financial liability for Govt. unless funds are available for such expenditure.

v. System & Process Documentation

Service Provider will prepare SOPs, Job Descriptions, SLA/KPIs, Checklist, Reporting (Daily / Weekly / Monthly) templates for operation and maintenance of various services based on schedule of items and specifications given in the tender. The copies of the same shall be submitted to accepting office for approval within one month of acceptance of tender (i.e. transition period). The lists of salient documents required at site are as under, which Service Provider may further add on for additional value services as per site requirement and company standard.

vi. SOPs for operation of each equipment & machinery installed.

a. Preventive Maintenance checklists, time schedule basis (i.e. monthly, quarterly, annually), hours run based and seasonal action plans (pre monsoon, pre summer and pre winter) as applicable.
b. 52 weeks Action Plan for PPM schedule.
c. Assets list and coding system.
d. MIS reporting Template (DMR, WMR, MMR, Energy Tracker, AMC, compliances Tracker and Complaints tracker).
e. Evacuation Plan.
g. Incident reporting system with escalation and remedial
h. Health and Safety Orders
i. Risk Management and Escalation Matrix
j. Fit out guideline and Work Permits
k. Help Desk and Control Room Manuals
l. Keys Management
m. Energy Consumption Record
n. Log Sheets, Log books for various plants machinery and maintenance record
o. Inventory Management
p. Garbage disposal plan
q. Emergency contact plans
r. Job descriptions and job cards for each trade and executive
s. Training Programme for various trades
t. Machinery History Sheets

vii. Commissioning & Taking Over of Assets

NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus at Bilaspur Integrated Facility Management Services provider (hereinafter Service Provider) shall detail a dedicated team of experts who will associate with Client to assist in taking over of completed project consisting of all services. Team so detailed shall be in attendance, to ensure that commissioning test of all completed services i.e. DG sets, Water Supply, Sewage treatment, Substations, Civil Work, Landscaping and distribution net work of various services is held in successful manner, so that these assets are taken for the safe and economical operation thereafter. All test sheets as per contract provision/relevant IS Code of practice/engineering practice shall be followed and signed by all representatives. The taking over of assets shall be based on repair/rectification/renewal noted for achieving designed conditions/efficiency and approval of commissioning reports by Competent

Authority. The general check list in addition to commissioning test report required for various services to be attached with handing / taking over will be followed. Guide-lines of check lists are as per formats in succeeding Paragraph.
NIT For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus at Bilaspur.

Annexure 1

Complaint Registration Form

1 Flot No. ……..

2 Name of the allottee ……..

3 Nature of complaint ……...

Dated:-

Signature & Name of

the complainant ……..……..

Received Complaint for Flat/Quarter No. …….M/C Numbered

Dated:-

Signature of Receiving Officer

Annexure - 25

III. ABSTRACT OF RECEIPTS & DISPOSAL OF COMPLAINTS						
No. of Complains received	**No. of Complaints attended pending**				**Complaints**	
From S1. No. To S1. No. Total receipts	**Through W.C. Staff**	**Through Person on W.O./H.R.**	**Through Contract**	**Total**	No.	**Date of oldest pending complain**
1	**2**	**3**	**4**	**5**		**7**

Annexure-2

ACKNOWLEDGEMENT TO COMPLAINT

No. …… Dated……..

To,

Ref: Your Complaint No……. Dated…… For Flat/Quarter No……

Dear Sir,

The subject complaints as acknowledged. Necessary action be being taken to fix-up an agency for attending to the same. We will revert to you no

Sooner we are in a position to take up the subject complaint. I request you to kindly bear with us. However, the complaint is likely to be attended in next…… months

Your faithfully.

(Assistant Engineer)

Request For Proposal for Selection of a Facility Management Service Provider for Judicial Academy & Hostel Building Bodri Bilaspur and its campus at Bilaspur.

Annexure-3

Service Centre……..

Date

Unit to which tran sferred :

S.No.	**Room No**	**Ref. of Orgl. Complaint (No. & Date)**	**Balance work to be attended by the receiving unit**	**Classification**		**Remarks**
				No delay	**Other**	
						Junior Engineer

Recd: Complaint Transfer Memo. M/c Numbered

Date: (Junior Engineer)

Annexure-4

WORKERS NOTE BOOK

S. No	S.No. of Complaint	Flat/Quarter No. and Colony	Nature of complaint	Details of Work Done	Balance work if any	Sing of worker	Sign. Of occupant	Remarks
1	2	3	4	5	6	7	8	9

DAY TO DAY COMPLAINTS
(To be reported by AE/AE(E) to EE/EE(E) monthly)

Sub Division :
Division :
Month :

S.No.	Service Centre	No. of complaints received		No. of complaints attended in the month	Complaints pending at the end of the month		Remarks reasons for delay in attending the complaints, assistance required.
		B/F from previous month	Received during the month		No.	Date of oldest complaint	
1	2	3	4	5	6	7	8

Y- Service Centre

MIS-M-2-AE
SPECIAL REPAIRS AND ADDITIONSIALTERATIONS COMPLAINTS
(To be reported by AEIAE (E) to EE/EE(E) Monthly)

Sub-division :
Division : Month:

No.	**Group of Repaird Additions & Alterations**	**No. of complaint**		**Complaints attended(No.)**			**Complaints pending**		**Remarks - reasons of delay - assistance required.**
		B/F from previous month	**Rcd. In the month**	**Target for Qtr**	**Attended in the month**	**Attended in the qtr**	**No**	**Date of Oldes Complaint**	
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
	X-Service Centre a)Special Repairs i) iii)								
	b) Additions Alterations i) iii)								
	Y-Service Centre a)Special Repairs i) iii)								
	b) Additions Alterations i) iii)								

Appendix D

Draft Agreement

THIS AGREEMENT ("Contract Agreement") is made on the ___ th day of ____, 20…… at Bilaspur.
BETWEEN:EXECUTIVE ENGINEER, PUBLIC WORKS DEPARTMENT, DIVISION NO.2, BILASPUR and _____ LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____(hereinafter referred to as the "Service Provider") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns)of the Other Part.

Client and the Service Provider are collectively referred to as 'Parties' and individually as "Party".

WHEREAS**:**

A. _____ (Client) is a _____, nodal agency / department, appointed by the Government of Chhattisgarh for this contract.

B. In response thereto proposals were received from several persons including the Service Provider. After evaluating them, the Proposal submitted by the Service Provider has been accepted and Letter of Acceptance No. _____ dated _____ was issued. 3 Necessary changes would be made in case the Service Provider is a Partnership Firm or sole proprietorship firm NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between Client and the Service Provider. The

Service Provider, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. PAYMENT OF SERVICES

2.1 The Service Provider covenants to undertake the Assignment as set forth in the Terms of Reference in Schedule I (hereinafter referred to as **"**the Services**"**) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.

2.2 In consideration thereof, Client will pay to the Service Provider Charges (hereinafter referred to as "the Service Charge") and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.

2.3 Initially for 1 year from the date of commencement of services, which may be extended by the Client (Public Works Department Govt. of Chhattisgarh) for a Required Period Mutually agreed by both or till the date a New agency is fixed.

2.3.1. Incase of increase in minimum wages, dearness allowances or other statutory allowance by the government during this agreemented period, beyond 5%, shall be paid to service provider by the client.

2.4 Service Provider payments shall be made monthly for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The Service Provider shall submit correct invoices in terms of quantity and commercial aspects within 10 days of the succeeding month and payments shall be released within 30 days of submission of commercially acceptable invoices.

2.5 The Service Provider shall also ensure that payments to vendors working under their contract are made within reasonable time. The delay in submitting the invoices shall not affect the payments to vendors and all payments to vendors shall be released not later than 45 days of the completion of service by them.

2.6 Deliverables

The key deliverables would be as per the following table:

Reports

i. The Service Provider shall submit 5 hard copies and 2 soft copies in CD ROM the following reports to the Client.

Sl No.	Report	Frequency	Due Date/Time
1	Initial Review Report	One time	Within 30 days after execution of the Agreement
2	Progress Report	Every month	Before 10th day of the following month
3	Deployment Report	One time	Before 10th day of the actual deployment of the human resources and equipments, describing the actual numbers of deployment
4	Attendance Report	Daily at the end of the day	At 17:00 hours every day showing shift wise actual deployment of man power during last 24 hours. The attendance report should include signature / thumb impression of individual human resources and should be certified by the Authorised Signatory of the Facility Management Service Provider
5	Final Report	One time	Within 15 days of completion of services/contract.

ii. **The Initial Review Report** shall contain the details of all meetings held with the Client, other agency engaged by Client and the contractor and decisions taken therein, the handing over of entire charge from the various contractors, the resources to be mobilised by the Service Provider and the Service Providers' perception in the management and supervision of the works. The Report shall also include the Work Program me and Deployment Schedule of Staff.

iii. **The monthly Progress Report** shall contain details of all meetings, decisions taken therein, mobilisation of resources (Service Provider), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the Service Provider's performance on these aspects. The report shall also contain any other aspect which Client may direct from time to time.

iv. **Final Report**

The Service Provider will prepare a comprehensive final handing over report after completion of the work. The report shall incorporate the detailed description of handing over of assets, summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

2.7 The Service Provider shall submit to Client five (5) hard copies and two (2) soft copies on separate CDs (all drawings in Auto CAD) of all reports/documents to be delivered as per Clause 2.1 above.

2.8 The fee payable by Client to the Service Provider for the Services shall be computed and paid subject to the conditions of service Agreement, by Client on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by Client after adding a lump sum amount quoted by the bidder for Sundry Expenses/Overheads and Management Fees (the Service Charge) and after deducting taxes at source as per applicable law.

2.9 The Service Charges shall be inclusive of all applicable taxes like service tax, GST, Octroi, cess etc. and levies and also inclusive of all Sundry Expenses/Overheads and Management Fees which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables, documentation, travel, transportation, communication etc. not provided by the Client ("Sundry Expenses/ Overheads")

2.10 ***The GST (Good & Service Tax) shall be applicable as per the provisions imposed by Govt. of India/Govt. of Chhattisgarh & Shall not be reimbursed.***

3. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

3.1 Performance Security

The Authority shall retain by way of performance security (the "Performance Security"), 5% (Five percent) of all the amounts due and payable to the Service Provider for 1st year, to be appropriated against breach of this Agreement or for recover of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Service Provider at the end of 3 (three) months after the expiration of this Agreement.

3.2 Liquated Damages for delay

In case of delay in submission of any deliverable, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Service Charges per day, subject to a maximum of 10%) ten percent of the Service Charges, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time may be granted suitable extension of time may be granted by Client.

3.3 Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

3.4 **Penalty for deficiency in Services** In addition to the liquidated damages not amounting to penalty, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated.

3.5 In the event of total default / failure by the Service Provider in providing the Services, Client reserves the right to get the Services executed by any other Service Provider at the cost and risk of the Service Provider.

3.6 The Service Provider shall prepare a check-list for submissions of bills by the vendors. The Service Provider shall check, verify and submit the bills within seven (7) days of receipt of the bill from the contractor/s.

3.7 Penalties

The following activities shall attract penalties which shall be detected from the monthly bill for facility management services charges –

Sr. No	Activities	Penalty
1	Report Submission	If there is any delay in report submission, Client may impose a penalty by deducting upto 1% of Monthly Service Charge for the Service Charge unit perday of delay .
2	Delay in Bill Submission	If there is any delay in Bill submission, Client will impose a penalty by deducting upto 0.5% of the monthly bill for the Service Charge unit per day of delay.
3	Absent from Duties (any position)	For any reason whatsoever, if any position remains absent from duty for a cumulative period of more than 15 working days in a years or more than 5 working days at one time, the service provider shall deploy a personnel in that position under the intimation to the Client. In the event of the failure of the Service Provider to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly service charge, shall be made from the payment due.
4	Operators absence	The operator engaged for operating of a particular machine shall not leave the installation under any circumstances. In case the installation found locked /without the operator for shifts specified here in this document The Service Provider shall be penalized with the amount of Rs. 500/- for each such occurrence.
5	Performance of the manpower	If the service of a manpower provided by the Service Provider is not acceptable to the Client, the Service Provider shall immediately replace the team member. If the Service Provider fails to quickly deploy/replace a manpower as instructed by the Client, the Client may make temporary arrangement. The temporary deployment/replacement shall be paid by the Client with commensurate reduction in the person month scope of the Service Provider Contract. The Service Provider shall be imposed a penalty upto 50% of the cost to the Client of the temporary deployment/ replacement until such time that the Service Provider provides an acceptable replacement/ team member.
6	**Sundry expenses / overheads**	If short-fall in deployment of House-keeping Machineries, Technical Tools & Plants and Consumable for cleaning, by the Service-provider is observed, then the Client will impose a penalty by deducting upto Rs. 25,000/-(Rupees Twenty Five Thousand Only) per week of delay and fees in this head is not payable for.
7	Management for Office operations	If short-fall in deployment of Management Machineries, Tools & Plants and Personnel (Monthly office expenses for 2 computers with 1 A4 & 1 A3 laser printers, 1 photocopier, 2 Computer operators, 50CDs, 10DVDs, 10 packets A4 & 5 packets A3 papers, 50 Files, 50 folders, 25 Registers, necessary office stationery, processing fees for Overtime, PF, ESI maintain all site documents, PPMS, SOPs, Compliances, Quality performance and reports, Checklists, Trackers etc. for safe and economical running of services) by the Service provider is observed, then the Client will impose a penalty by deducting upto Rs. 25,000/-(Rupees Twenty Five Thousand Only) per week of delay and fees in this head is not payable for.
8	Conduct Quality-control measures and QA	The Client may conduct independent quality monitoring and checking of works carried out by the Service Provider. If such checks disclose that works carried out by the Service Provider do not meet the specified requirement, the employers will not pay the Service Provider fees for the affected portion. In addition, the Service Provider will be imposed a penalty upto 100% of such fee and without entitlement to payment of further fees in this respect.
9	Cleanliness of Installation	The Service Provider / operator will be responsible to always keep the complete installation including the surroundings very neat, clean, free from grass and plants and dust etc. In case it is found that any installation is not clean, tidy, penalty of Rs.100/- per installation per day shall be charged. In case of any dispute, the decision of Client shall be final and binding.
10	Prohibited Activity	Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building. A penalty of Rs. 500.

4. SUSPENSION

Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Service Provider to remedy such failure within the period not exceeding fifteen (15) days after the Service Provider of such notice of suspension.

5. TERMINATION

5.1 By Client

Client may, by not less than thirty (30) days' written notice of termination to the Service Providers (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

a. if the Service Providers fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

b. if the Service Providers become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary

c. If the Service Providers fail to comply with any final decision reached as a result of arbitration proceedings

d. if the Service Providers submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service Providers know to be false;

e. if, as a result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or

f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

g. If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in executing the Contract.

h. In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Service Provider to Client within thirty days of the termination letter, failing which the same shall be recovered by encasing the performance security submitted by Service Provider.

5.2 By the Service Provider

The Service Providers may, by not less than .thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause, terminate this Contract:

(i) if the Client fails to pay any money due to the Service Providers pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Service Providers that such payment is overdue;

(ii) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Providers may have subsequently approved in writing) following the receipt by the Client of the Service Providers' notice specifying such breach;

(iii) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or

(iv) if, the Client fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in this agreement

(iii) any right, which a Party may have under the Applicable Law.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the Client shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Service Providers after offsetting against these payments any amount that may be due from the Service Provider:

9. DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated .on account of such event except in accordance with the terms of any resulting arbitral award.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

a) provide the Services in accordance with ToR as set out in Schedule I;

b) exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;

c) The Service Provider shall act at all times so as to protect the interest of Client and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.

d) be bound to comply with any written direction of Client to vary the scope sequence or timing of the Services; and

e) The Service Provider shall furnish to the Client such information rebated to the Assignment as Client may, from time to time request.

11. CONFIDENTIALITY AND PUBLICITY

The Service Provider and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Service Provider's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to Client or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of Client.

12. SERVICE PROVIDER'S REPRESENTATIVES

The Service Provider Coordinator shall be the representative of the Service Provider and shall have authority to act on behalf of the Service Provider for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

13. INDEMNITY AND INSURANCE

13.1 The Service Provider shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

13.2 Client undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

13.3 The service provider shall indemnify at all times, the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Service Provider of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Service Provider.

13.4 The service provider shall indemnify, protect and defend, at Service Provider's own expense, Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of Service Provider's failure to exercise the skill and care required under this agreement , provided, however: that Service Provider is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on Service Provider's liability shall be limited to ETBA approved by Client except that such ceiling shall not apply to actions, claims, losses or damages caused by Service Provider's gross negligence or reckless conduct;

13.5 In addition to any liability service provider may have under this agreement service provider shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of service provider's failure to exercise the skill and care.

13.6 The service provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client's overriding a decision or recommendation of Service Provider or requiring Service Provider to implement a decision or recommendation with which Service Provider does not agree; or (ii) the improper execution of Service Provider's instructions by agents, employees or independent contractors of Client.

14 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the Service Provider and communicated to the Client in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Client, and may be made available to the general public at its sole discretion. The Service Provider may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the Client but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Client.

All computer programs developed by the Service Provider under this Contract shall be the sole and exclusive property of the Client; provided, however, that the Service Provider may use such programs for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of any such computer programs, the Service Provider shall obtain the Client's prior written approval to such agreements. In such cases, the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

15. ***FORCE MAJEURE***

15.1 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

15.2 The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

15.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

16. OTHER CONDITIONS

16.1 In the event Client desires the Service Provider to perform such additional services which are not within the Terms of Reference, the Service Provider shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

16.2 Client shall provide to the Service Provider documents/ information/ reports as may be required by the Service Provider to enable it to provide the Services. Client undertakes and agrees to furnish to the Service Provider from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Client.

16.3 All intellectual property conceived, originated, devised, developed or created by the Service Provider, its agents, specifically for the purpose of rendering the Services, shall vest with Client unless otherwise agreed, between Client and the Service Provider. Client as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

16.4 Unless otherwise agreed, Client shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Service Provider.

17. COMPLIANCE WITH LAWS

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Bilaspur/Chhattisgarh shall have jurisdiction over all matters arising out of or relation to this Agreement.

19. DISPUTE RESOLUTION

19. 1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

19.2 Arbitration

a **Procedure** Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Chairman Client. There upon, the Chairman Client, after hearing both the parties shall give his written decision within thirty days. This period can be extended by mutual consent of the parties.

b **Arbitration** Upon receipts of written i or decisions, of Chairman, Client the parties shall promptly proceed without delay to comply such decisions. If the Chairman fails to give his instruction or decision in writing within a period of 30 days or mutually agreed time or, if the parties is/ are aggrieved against the decision of the Chairman, the aggrieved party may file the petition for resolving the dispute through arbitration in the arbitration tribunal at Bilaspur within 30 days from the date of issue of the decision of the Chairman, Client.

c **Place of Arbitration** The place of arbitration shall ordinarily be Bilaspur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

d **English Language** The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

e **Enforcement of Award** The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

f **Performance during Dispute Resolution** Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

20. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

21. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

iii shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

22. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

23. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

(i) In the case of personal delivery or registered mail, on delivery.

(ii) In the case of telegrams, 24 hours following confirmed transmission; and

(iii) In the case of facsimiles, 24 hours following confirmed transmission.

24. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

25. VARIATIONS

Client may, by written notice to the Service Provider, direct the Service Provider to vary the scope, sequence or timing of the Services and the Service Provider shall be bound to comply with that direction. All such variation shall be in writing.

26. <u>Annexure – C</u>

<u>Terms and Conditions</u>

26.1 <u>Nature of Services & Scope of Works</u>

The Firm shall engage efficient and trust worthy personnel to render comprehensive operation and maintenance services of **FACILITY MANAGEMENT SERVICES FOR CLEANING WORKS AT JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES, BODRI BILASPUR (C.G.)**

26.2. <u>Agreement Period</u>

Initially for 1 year from the date of commencement of services, which may be extended by the Client (Public Works Department Govt. of Chhattisgarh) for a Required Period Mutually agreed by both or till the date a New agency is fixed.

26.3. <u>Payment</u>

(a) Bills shall be prepared & submitted by the Contractor in 1st week of subsequent month for the service rendered for the previous month. Quantity of works / service shall be taken continuously & need not be connected with billing stage. System of 3 copies of bill & singed by both Contractor & employer shall be followed. The bill will be submitted by the Contractor on periodical basis and payments will be made by the Principal within 10 days from the date of submission of bills.

(b) 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

26.4. Place of work & Deployment of Personnel:

(a) The place of work would be high court building premises & residential complex at bilaspur (c.g.). 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 Firm entering the premises of judicial academy & hostel building premises & its campus at bilaspur (c.g.) shall have proper uniform & badges for **Identification**.

(e) The Firm shall conduct periodic general medical check-up of its employees at its cost. In the event that any of the staff is found to be suffering from any communicable diseases, The Firm shall replace such staff immediately.

(f) The Firm shall deploy its authorized representatives and adequate supervisors to be present at the place of work during all working hours to ensure satisfactory rendering services under this scope of works. The Firm shall further exercise due and adequate controls over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

(g) The Firm shall ensure that its employees while carrying out their obligations under this agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline.

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

26.5. Authorized Representatives:

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

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

26.6. Risk & Responsibility:

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

26.7. Statutory Compliance:

a) The Firm shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF) workman compensation Act, Minimum Wages Act contract labour (Regulation & obligation) act and all other applicable to labour enactment the Firm shall produce them as and when required.

b) The Firm shall alone be responsible for complying with statutory and prescribed rules and regulation to obtain license, permissions, certificates, registrations for maintenance services. The Firm shall furnish with copies of all such license, certificates etc. as and when demanded.

c) The Firm shall alone be responsible for the payments of wages and all other statutory payments / legal dues to its employees deployed under this Agreement. The Firm producing PF & ESI challan deposits of the payment receipt for the preceding month.

d) In the event of the Firm fails to comply with any of the provisions of the statutes applicable to them and happens to incur any expenditure including but not limited to deferred any litigation or in compounding the default or in the part of the Firm in complying with the said provisions, the Firm shall indemnify to the extent of such expenditure and all other damages, losses as may estimated by Engineer-in-Charge to the Firm or may take appropriate action to recover the same from the Firm such as expenditure / expenses / claims as assessed by Engineer-in-Charge will be realised from the bills payment to the contractor.

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

26.8. Confidentiality / Secrecy:

a. The Firm, it's supervisors, it's 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 Chhattisgarh that may have come into it's / their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from High Court Chhattisgarh.

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

26.9. Liability and Indemnity:

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

(a) Any and all claims, liabilities, damages, losses, costs, charges, Expenses, proceeding & actions of any nature whatsoever made or institute against or caused to suffered directly or indirectly by reasons of:

(b) Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of it's duties and obligation hereunder service act or omission by the Firm and / or it's facility staff.

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

26.10 . Limitation of Liability :

In any case the liability of the service provider shall not exceed Rs. 100.00 Lacs (1.00 Crore) per occurrence

26.11 . Sub Contracting:

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

27 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 CHHATTISGARH HIGH COURT because of any act of negligence, commission or omission of its employees while discharging their duties.

28 Breach of Agreement:

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

29 Liquidated Damage:

(a) That in case of mishap due to wrong operation or manual error, which results disruption of services, the total cost of down time along with equipment repair cost shall be borne by the Firm to maximum of 50% of the monthly bill against the services not provided by them.

(b) A quality check procedure shall be developed by authority against each services and feed back from the Tenants / Occupants shall be obtained for assessment of performance of the services rendered by the Firm at High Court Premises.

(c) Where there in non-performance of unsatisfactory performance of its obligation in the part of the Firm, authority shall give a written notice of the default and the Firm shall make rectify within 3 (three) days from the date of such notice.

(d) For quality check and for Operation and Maintenance, the formats, Check list are to be maintained as prescribed by authority. In addition to it further formats shall be included against each services for improvement of Scope of work at any time.

(e) It is agreed that authority shall have the right to deduct from the monthly bill of the Firm on non-performance of services an amount of 100% of individual services listed in scope of work for each instant of non performance without implementing corrective action even after intimation from authority subject to limiting to 50% of total monthly bill.

(e.1) Fine for misconduct or breach of the agreement

The Contractor shall be liable to pay a fine up to a sum of Rs. 50,000/- (Rupees Fifty thousand only) at the sole discretion of the Public Works Department for each misconduct on the part of the Contractor or on the part of any of his agent, servant or workers and/or for each failure on the part of the Contractor or on the part of his agents, servants or workers to observe or perform any of the term(s) and condition(s) of this agreement or unsatisfactory work.

(e.2) Penalty :-

The penalty imposed would be in addition to deduction of deficient manpower and activities performed, as mentioned in the tender document.

Sr.No.	Items	Amount of deduction (in Rs.)
a.	In case available unskilled/Semi-skilled/supervisor manpower is less than specified in contract.	Rs. 355/- Per unskilled worker per day Rs. 376/- Per Semi-skilled worker per day Rs. 402/- Per Skilled worker per day Or An Appropriate deduction will be made as per the minimum wages rule in forced in Chhattisgarh issued by labour Commissioner Govt. of Chhattisgarh. (The higher of the two rates will be accepted.)
b.	(a) If any machine does not perform properly. (*) If machine is rectified within 12 hours. This should be certified by Engineer in Charge.	(a) Rs. 200/- per machine per day. (For first week) (b) Rs. 400/- per machine per day. (For second week failure) (c) Thereafter Rs. 600/- per machine per day, till machine is rectified. The frequency for the mechanized portion of the work of the will be awarded to the agency, if the work completed manually, in the first two weeks of failure machine. If after two weeks of failure of machine, machine is not rectified, then the payment for the of mechanized portion of cleaning would not be paid the agency. (*) No Penalty.
c.	Failure to carry out cleaning activity of any other item mentioned in the area of work.	Rs. 100/- per item per frequency.
d.	Rag picking work not done properly	Rs. 500/- per truck per day.
e.	Cobweb not removed properly	Rs. 200/- per day.
f.	Non Compliance of Dress code and Id card direction.	Rs. 200/- per worker per instance on a day.
g.	For non cleaning of washable aprons	Rs. 500/- per frequency
h.	For non cleaning of drains	Rs. 200/- per day per drain.
i.	For non scrubbing of Platforms/ other surfaces.	Rs. 200/- per day per platform/ any other surfaces specified for scrubbing.
j.	Non cleaning of Toilets/Urinals	Rs. 100/- per frequency.
k.	Failure in Moping	Rs. 100/- per frequency.
l.	Failure in Dry Sweeping	Rs. 100/- per frequency.
m.	Non Disposal of garbage as per frequency	Rs. 300/- per frequency.

Where in spite of these efforts there is continuance of non-performance or improper performance of obligation, authority shall have the right to terminate the contract henceforth without any notice to the Firm & Forfeiture of EMD.

(f) Without prejudice to the above, authority shall at its sole and absolute discretion, be entitled to terminate this agreement by written notice and without any payment or compensation whatsoever if.

30 Security Deposit:

The selected firm will be required to deposit ISD in shape of Demand Draft/Bank Guarantee amount to equal to the quoted price per month excluding service tax for Faculty Operation & Maintenance Services of high court building premises & residential complex at bilaspur (c.g.) within 15 (Fifteen) days of issue of LOA. After deposit of ISD the EMD will be refunded. The ISD will be refunded after completion of the contract period.

31 Force Majeure:

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.

32 Termination of Agreement

Where in spite of these efforts there is continuance of non-performance or improper performance of obligation, the Client that is Public Works Department Thorough Executive Engineer, Division No.2, Bilaspur shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly the Service Provider shall have right to terminate the contract in case the Client fails to pay the admissible dues stipulated under clause-3(a) hereof on more than 3 occasions in a calendar year.

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

Upon termination of this agreement, the firm shall immediately deliver all the documents and any / all data, plant, machineries & equipment held by it and which are in possession / custody / control of its facility Staff, to the authority. The firm shall also forthwith remove all its facility Staff together with its machines / equipment whatsoever from the premises of the high court building premises & residential complex at bilaspur (c.g.)

34 All costs & expenses for preparation, execution for the agreement shall be borne & paid by the Firm.

35 **Jurisdiction:**

That the court situated at Bilaspur Chhattisgarh shall have jurisdiction to decide any disputes or litigations between the parties here to.

27. SPECIAL CONDITIONS

27.1 Admission to site by Service Provider to ascertain his own information.

27.1.1 The Service Provider shall contact the Management for the purpose of inspection of site and relevant documents other than those sent herewith, who will afford reasonable facilities for the purpose. The Service Providers shall also make themselves familiar with working condition accessibility of site (s), availability of materials and other cognate conditions which may effect the completion of the entire work under this contract safely and economically.

27.1.2 The Service Provider shall be deemed to have visited the site (s) and made themselves familiar with the working conditions whether they actually inspect the site (s) or not.

27.2 Security

27.2.1 The management shall at his discretion have the right to issue passes as per rules and regulations in force to control the admission of the Service Provider, his agents, employees, and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the management or the authorities concerned and in any case on completion of work or staff leaving the job.

27.2.2 The Service Provider and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/area, in which the work is to be carried out e.g. Prohibition of smoking and lighting, fore precautions. Search of persons on entry and exist keeping to specified routes, observing specified timing etc. Nothing extra shall be admissible for any man-hours etc. lost on this account.

27.3 Conditions of working in restricted area

27.3.1 Visit to site within the restricted area

Permission to enter the restricted area at the time of submission of tenders can be obtained through the management. Service Providers are advised to send prior intimation of their agents, representatives etc. if any, dates and time of their proposed visit so that necessary arrangements may be made by management to secure submission. Whether a Service Provider visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

27.3.2 Entry / Exit

The Service Provider, his agent(s), representatives, workmen etc. and his materials, carts, trucks, other means of transport etc. will be allowed to enter through and leave from only from such gate, gates and at such times as the management or authorities in charge of the Restricted Area may at their discretion permit to be used. The Service Provider's authorized representative is required to be present at place of entry and exit for the purpose of identifying his carts, truck etc. to the personnel in charge the security of Restricted Areas. Movement of men and Material from site or to the site shall be after detailed verification for correctness and entitlement.

27.3.3 Identity cards or passes

The Service Provider, his agents, workers and representatives are required individually to be in possession an identity card or pass to be obtained from management. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted area and also at a time or number of times inside the restricted area.

27.3.4 Identity card of workmen

a. Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers by the Service Providers and attested by the officer in charge of the services concerned in accordance with the standing rules and regulations of the units.

b. Service Provider shall be responsible for the conduct and action of his workman, agent, and representative.

27.3.5 Search

Thorough search of all persons and transport shall be carried out at each gate and for as many times a gate is used for entry or exit. Search may also be carried out any time or any number of times at the work site within the restricted area /installations.

27.4 Minimum wages payable

27.4.1 The Service Provider or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India and govt. of Chhattisgarh for application in Client.

27.4.2 The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.

27.5 Co-operation with other agencies

The Service Provider shall permit free access and generally, afford reasonable facilities to other agencies or departments, workmen engaged to carry out their part of the work, if any under separate arrangements.

27.6 Service Provider's representatives and workmen

The Service Provider shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work. If for reasons of technical collaboration or other considerations, the employment of any foreign national is unavoidable, the Service Provider shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his offer and permission could be considered case to case basis on its merits.

27.7 Security of classified documents

27.7.1 The Service Provider shall not communicate any classified information regarding the work either to sub-Service Providers or to others, without the prior approval of the management. The Service Provider shall also not make copies of the design / drawings and other documents furnished to him in respect of the work or earlier on termination of the contract. Service Provider will sign Non-Disclosure Agreement to this effect.

27.7.2 Materials brought to site shall be stored as directed by the management and documented, shall be suitably marked for identification and consumption is monitored to maintain minimum / maximum limit.

27.7.3 The Service Provider shall, on demand, produce to the management original receipt vouchers / invoices in respect of the supplies. Vouchers / invoices so produced and verified shall be signed and stamped by management indicating work order number. The Service Provider shall ensure that the materials are brought to site in original sealed containers / packing, bearing manufactures markings except in the case of the requirement of materials being less than smallest packing.

27.8 Official secret act

The Service Provider shall be bound by the Official Secret Act 1923 and will be signed before physically taking over site for operation.

27.9 Service tax, Octroi, sales tax, GST and other duties as applicable

The Service Provider's rates shall be deemed to include all Duties, Octroi, Sales Tax, Excise, VAT, GST labour cess etc. as applicable. Liability of ESIC, Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

27.10 Code of Conduct

27.10.1 The Service Provider or an experienced supervisor engaged by the Service Provider shall personally visit installations under operation daily in every shift and ensure PPM is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the Service Provider in such a manner that all services are manned, operated by working hour basis or as ordered by management.

27.10.2 Service Provider shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services, shall be followed. Draft SOPs, Check Lists, PPM Schedules shall be forwarded to Management for approval before they are placed at site for application within month of acceptance of LOI.

F) 27.11 Compliances

The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.

27.11.1 Availability of resources of Client

a. Client shall make available to the Service Provider the items expressly specified to be provided by Client in this Tender. The Service Provider shall be responsible for the safe custody of the items that are in its care.

b. The asset manager at location will be the first point of contact of Client and provide clarifications to the Service Provider if required.

c. Client will have strict security and other regulations for the use and occupancy of Client premises from time to time and shall give the Service Provider a written notice thereof. Client's authorized representatives shall have access to premises at all times. While working on the premises of Client, employees of the Service Provider must observe all regulations in force in Client premises. Client has a right to require written confidentiality undertakings from those employees who are working in the premises of Client.

27.11.2 Quality performance and reports

a. Service Provider agrees to advise Client of any material or strategic changes in its operations and to ensure that such changes do not compromise the requirements for the quality performance as set out in the Scope of Work.

b. Client has right to inspect the Services purchased. Client reserves the right to reject Services, which do not conform to the mutually agreed specifications and requirements, including without limitation, the Scope of Work. Client may, at its option, require prompt improvement and/or repair of non-conforming Services.

c. If the Services delivered do not correspond with the Tender, Client may request Service Provider to place an improvement and/or repair plan including time schedule to improve or repair the Services based on terms mutually agreed. If the Service Provider fails to fulfill the improvement and/or repair plan as mentioned within the agreed time schedule, Client may terminate the agreement.

27.12 Warranties

The Service Provider warrants that it has and shall exercise all reasonable skill care and diligence in carrying out its obligations under this Tender and shall provide the Services strictly in accordance with the scope of services.

27.13 Personnel

a. The Service Provider shall recruit, hire, train, supervise and direct employees working in the Services operation. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.

b. The Service Provider shall assign personnel of appropriate qualification and experience to perform and fulfill its obligations under this Tender. The Service Provider shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to Client, any personnel whom Client considers lacking the necessary competence or with whom Client finds it difficult to collaborate.

c. Desired Minimum Educational & working Experience Qualification Criteria-

S. No	Position	Role & Responsibility	Qualification	Experience
1	2	3	4	5
A	**Management Staff**			
1	Manager	Overall Management of whole Team	BE Degree in Civil Engg./MBA	5 years in same field
2	Technical Supervisor	Overall Management of whole Technical Team, Store & Helpdesk	Diploma Degree in Electrical/Mechanical Engg.	3 years in same field
3	Shift Supervisor	Management of Shift	Graduate in any discipline.	3 years in same field
4	Manager HR	Management of Attendance, Store, Payments, PF, ESIC & Legal compliances	MBA in Human Resource	3 years of working in same field
5	Executive Helpdesk/ Customer care	Overall Management of whole Technical Team	Graduate	2 years of working in same field
6	Supervisor		12th pass	2 years experience of working in same field

d. **The Service Provider will have to ensure compliance with all labour laws / regulations before a contract can be signed.** This will include obtaining appropriate license, PF/ESI registration, staff employment letters etc. The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The Service Provider will ensure that the total number of staff deployed at any property is agreed with Client beforehand and this number is not changed without mutual Tender in writing.

e. The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between Client and Service Provider's personnel.

f. The Service Provider should ensure police verification of every manpower before deploying them.

g. The Service Provider may not recruit the entire manpower under its own employment. Management staff, supervisors etc. should be full time employee of the Service Provider, however, full or part of total required unskilled, semi-skilled or skilled workers may be procured through a sub-contractor, where the actual deployment shall be done, only after obtaining approval of the Client on such list of manpower selected for deployment. Request for approval shall be submitted to the Client with following documents, which will be arranged by the Service Provider at its own cost:

i. Notarised copy of Agreement executed between the Service Provider and the Sub-contractor for providing manpower for the services described herein.
ii. Police verification report of each of the personnel, date of which should not be earlier than 30 days from the date of submission of request for approval.
iii. Medical fitness certificate issued by a registered medical practitioner. date of which should not be earlier than 30 days from the date of submission of request for approval.
iv. List of trainings imparted to each of the personnel
v. Photograph of the personnel with address
vi. Qualification and experience of each person
h. The Service Provider shall pay overtime to its workers, whenever necessary, as per the applicable laws, which shall not be paid extra or reimbursed separately by the Client to the Service Provider.
i. The Service Provider shall give preference to the project affected persons of Bilaspur for employment, subject to proper skills and qualification.

27.14 Safety Guidelines

a. The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
b. All Service Provider workmen should be provided with a uniform and shall work within the Client premises in their prescribed uniform.
c. The Service Provider shall ensure that no access (passages / access to emergency apparatus / exits) is blocked.
d. The Service Provider shall ensure that proper fencing, lighting and warning signs are placed on and around the work site for safety at all times.
e. The Service Provider shall report all notifiable accidents, dangerous occurrence and potential hazard situations to Client representative on site.
f. The Service Provider shall provide prior information to the Client representative about any hazardous material being brought on the site and shall ensure security storage of such material.
g. The Service Provider must not remove or displace any guard, fencing or other safety equipment, which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of Client representative. On completion of any work, any such guards / fencing that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated.
h. The standards employed by Service Provider and his sub-contractors must be good in all respects.
i. The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
j. The Service Provider must obtain prior permission from Client representative, if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.
k. No work may be carried out above the heads of people or over gangway or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Client representative.
l. All temporary structure, erected by contractors or sub-contractors for the purpose of allowing their staff to work at heights of more than 4m above floor level, must be constructed in accordance with the safety regulations.
m. The Service Provider must provide consumables, tools and equipment based on applicable regulations / codes /guidelines.
n. The Service Provider must take prior permission from Client manager before working on plant services such as water lines or electricity.
o. The Service Provider should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.
p. The Service Provider should take prior permission from Client representative before connecting any power tool to the electric supply and must never connect these to UPS.
q. All electrical equipments/appliances must be connected by 3 core cables and 3 pin plugs / sockets. For 3-phase supply, 05 core cable (03 phase, neutral & earthing) and to be connected through appropriate industrial plug/MCBs.
r. Any power / compression / percussion tools must be used by trained personnel with proper safety precautions during operation / storage.
s. The Service Provider must take prior permission from Client representative before hoisting / lifting any equipment. The Service Provider should ensure that adequate anchorage is deployed.
t. The Service Provider must take prior permission from the Estate Manager before bringing any lift-trucks, cranes, lift pulley systems in the premises.
u. The Service Provider should ensure that their personnel do not consume alcohol / do not smoke / do not take drugs on site.
v. All workmen of the Service Provider or their sub-contractors must have valid identifications cards issued by the Client shall display at all times during duty hours.
w. During electrical work, the Service Provider shall ensure that rubber gloves / boots of correct grade are used; temporary supply is tapped from source panel which is properly fabricated/fixed and earthed; each tapping shall be through ELCB; have double earthing for 3-phase connection.
x. During welding work, the welding set shall be properly earthed to the nearest earth pit.

27.15 Environmental and Ethical Issues of the Maintenance Services

a. The Service Provider shall inform the Client of all substances and compounds used in the performance under this Tender, which are or may be categorized as hazardous to health, safety, security or environment.

b. Both parties shall comply with all legislation, regulations, order and laws relating to health, safety, security or the environment, including but not limited to, Indian Government environmental rules for environmental management and Client Environmental Policy, which policy is available from Client upon request. Both parties may, where appropriate, request improvements in the other party's practices to ensure compliance with the said principles. Service Provider shall strive to implement an environment management system (EMS) based on the basic principles of ISO 14001 standard or other equivalent standard. Service Provider agrees to act in the spirit of internationally recognized social and ethical standards and Client's respective policies.

27.16 Additional Work

In the event of any Additional Work, beyond Scope of Work mentioned herein, amount of fees shall be determined on mutually agreement. After receipt of instruction for any work which is not in the Scope of Work mentioned herein, the Service Provider shall submit analysis of cost of such Additional Work for approval of the Client, before execution of such Additional Works.

Executed by EXECUTIVE ENGINEER, PUBLIC WORKS DEPARTMENT, DIVISION NO.2, BILASPUR by being signed by a duly authorised officer in the presence of:

Title: _____
Witness:
_____

EXECUTED BY _____ by being signed by a duly authorised officer in the presence of:

Title: _____

Witness: _____

Annexure-A

SUMMARY OF JUDICIAL ACADEMY & HOSTEL BUILDING FOR FACILITY MANAGEMENT

Particulars	Details	Remarks
Total Area (including Parking), In judicial academy & hostel building	**30000 Sqm.**	**Gross service area for facility management**
Total Parking Area	**1800 Sqm.**	
Total External Landscaping Area	**7000 Sqm.**	**Only cleaning of debris/litter/waste etc.**
Total Boundary Area judicial academy & hostel building	**30000.00 Sqm.**	
Plinth Area In judicial academy In judicial academy hostel	 **3800 Sqm.** **2850 Sqm.**	
Total Nos of Toilet In judicial academy In judicial academy hostel	 **14 Nos.** **40 Nos.**	
Total Nos of office In judicial academy In judicial academy hostel	 **9 Nos.** **3 Nos.**	
Nos of stair case in judicial academy & hostel building	**6 Nos.**	
Class Room/Conference/ meeting hall In judicial academy In judicial academy auditorium	 **9 Nos.** **1 Nos.**	

REQUEST FOR PROPOSAL	
FACILITY MANAGEMENT SERVICES FOR CLEANING WORKS AT ***"JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",*** *BODRI BILASPUR (C.G.)*	
PWD invites proposal (RFP) from qualified and experienced firm who fulfill the criteria for the works as detailed below:	
Name of the work :	*FACILITY MANAGEMENT SERVICES FOR CLEANING WORKS AT* ***"JUDICIAL ACADEMY AND HOSTEL BUILDING AT IT'S PREMISES",*** *BODRI BILASPUR (C.G.)*
Pre-proposal meeting :	DATE_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Due date and time for Submission of proposal	
Opening of technical proposal	
The Pre-qualification criteria and other details could be seen in the RFP documents can be downloaded from www.cgstate.gov.in Modifications/Amendments/corrigendum, if any, shall not be advertised in the Newspaper but shall be published in the website only.	
Engineer in Chief Public Works Department Raipur Chhattisgarh	**Superintending Engineer** Public Works Department Bilaspur Circle, Bilaspur Chhattisgarh

Spare parts for equipments shall not include the equipments mobilized by the facility management service provider

Schedule 13: Financial proposal of the Selected Bidder

To be appended before execution of agreement

Schedule 14: Letter of Award

To be appended before execution of agreement

Schedule 15: Final Request for Proposal document No. _____, dated _____

To be appended before execution of agreement

Schedule 16: Addendum / corrigendum to the RFP No. _____, dated _____

To be appended before execution of agreement__