RFP IDENTIFICATION NO.: AHPGIC , CUTTACK

REQUEST FOR PROPOSAL

SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) AT

ACHARYA HARIHAR POST GRADUATE INSTITUTE OF CANCER , CUTTACK,
ODISHA.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, of the client **The Director , AHPGIC ,Cuttack , Odisha** on behalf of **H & FW Dept. Govt. of Odisha** or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **The Director, AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by **the Director , AHPGIC , Cuttack, Odisha** on behalf of H & FW Dept. Govt. of Odisha in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client .**The Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client **The Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client **The Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha, its employees and advisers make no representation or warranty and shall have no person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client **The Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client **The Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dpt. Govt. of Odisha or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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OFFICE OF THE DIRECTOR AHPGIC , CUTTACK
INVITATIONS FOR BIDS (IFB)

Tender Reference No. 3586 **DT** 11.08.2026

Name of the Work - *PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) AT GOVERMENT MEDICAL COLLEGE & HOSPITAL,*

Tender ID - .....

1. *The time period and schedule dates are extended as given below:*

Description of Activity	Scheduled Date
Last Date of uploading / Receipt of Bid Documents	Dt.18.09.2026 till 5.00 PM
Date of Pre-bid meeting	Dt. 29.08.2026 at 12.30 PM
Date of opening of Technical Bids (Cover-I)	Dt.19.09.2026 at 12.30 PM

1.	The Client **Director , AHPGIC , Cuttack , Odisha** invites proposal through online mode only from interested bidders who *have successfully completed one CFMS work in any hospital in India having minimum* ***500*** *functional bed strength for* **"PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) AT GOVT. MEDICAL COLLEGE & HOSPITAL, AHPGIC , CUTTACK ".** The tender document can be downloaded from the website: ***www.tenderodisha.gov.in***		
2.	Nature of work	:	Operation and Maintenance Services
3.	No. of work	:	01 No.
4.	Bid Cost. (Online)	:	₹10,000/-
5.	Availability of Bid Documents in the website	:	(online mode only)
6.	Date of Pre-bid meeting	:	Dt. 29.08.2026 at 12.30 PM in Offline mode only. **Note: The Pre-bid clarification shall be uploaded on 05.09.2026.**
7.	Date of Opening of Bid	:	Dt.19.09.2026 at 12.30 PM
8.	The Bidders have to participate in ONLINE bidding only. Further details can be seen from the website *www.tenderodisha.gov.in* , Any addendum / corrigendum / cancellation of tender can be seen in the said website only.		

DIRECTOR
AHPGIC , CUTTACK

OFFICE OF THE DIRECTOR
ACHARYA HARIHAR POST GRADUATE INSTITUTE OF CANCER, CUTTACK
INVITATIONS FOR BIDS (IFB)

Memo No. 3587 **/ Dt.** 11.08.2026

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

Since, the date of receipt of bids starts from 13.08.2026, it is requested that the "Request for Proposal (RFP)" may be published on or before dt. 13.08.2026

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

DIRECTOR
AHPGIC, CUTTACK

GLOSSARY

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below.

Addendum or **Addenda :**	means an addendum or addenda to this RFP.
AMC:	means annual maintenance contract.
AMC List:	has the meaning given to it in Clause 17.1.1(a) of the RFP.
AMC Management Fees:	means the management fee to be paid to the CFMS Provider for managing the AMCs entered into for the equipment as per the AMC List.
Annexure:	means an annexure to this RFP.
Comprehensive Facility Managent :	Cost Comprehensive Facility means the total cost quoted by a Bidder in its Financial Proposal for providing the Comprehensive Facilities Management Services for 3 years during Contract Period, which must include all taxes and duties (except GST) and all other costs and expenses that may be incurred by the Bidder over the life of the Project.
Applicable Laws :	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, GoO, any government authority or any local government having jurisdiction over the Parties, the Facility or the Services, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement.
Associate :	means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity.
Bid Process :	means the bidding process undertaken by the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H& FW Dept. Govt. of Odisha to award the Services to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Agreement is executed with the Selected Bidder.
Bidder :	means an interested Person which submits a Proposal to the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha in

accordance with this RFP, and **Bidders** shall be construed accordingly.

Bidder Data Sheet : means the table with critical dates and milestones set out in Section 1 of this RFP.

CFMS Provider : has the meaning given to the term in Clause 16 of the RFP.

Clause : means a clause of this RFP.

Client : the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept., Govt of Odihsa.

Comprehensive Facility Management Services : means the entire set of services to be provided by the CFMS Provider to the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha in accordance with the Scope of Work.

Conflict of Interest : has the meaning ascribed to it in Clause 21.1.

Contract Price : means the total contract price payable to the CFMS Agency based on the Comprehensive Facility Management Cost, but excluding any payments made for consumables, AMC costs (including AMC management fees) and other reimbursable.

Contract Period : has the meaning given to it in Clause 16.2.

Control : means, with respect to a Person:

(a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or

(b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise and the term **Controlled** shall be construed accordingly.

Eligibility Criteria: means the eligibility criteria set out in Clause 9 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal.

EMD: means earnest money deposit.

e-Procurement Portal means the e-procurement portal of the GoO available at the following url : https://tendersodisha.gov.in/nicgep/app

Facility: means [●], the facility at which the Selected Bidder is required to undertake and perform the Comprehensive Facility Management Services in accordance with the Services Agreement and the Scope of Work.

Financial Proposal:	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
Financial Proposal Format :	means the excel sheet format for the Financial Proposal uploaded by the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha on the e-Procurement Portal.
Financial Year:	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
First Ranked Applicant :	means the qualified Bidder with the lowest price offer in the Financial Proposal.
GoI :	means the Government of India.
GoO :	means the Government of Odisha.
Good Industry Practices :	means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.
LOA:	means the letter of award that will be issued by the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha to the Selected Bidder in accordance with Clause 20 of the RFP.
O&M:	means operation and maintenance.
PBG:	means the performance bank guarantee to be submitted by the Bidder in accordance with Clause 18 of this RFP.
Person:	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Pre-Proposal Meeting:	means the meeting to be held in accordance with Clause 6.2.
Proposal:	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
Proposal Due Date:	means the last date for submission of the Proposals specified in the Bidder Data Sheet.

Qualification Criteria:	means the qualification criteria set out in Clause 11 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
Qualification Proposal:	means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out in Clause 11 of the RFP.
RFP:	means this request for proposal dated [•] along with its Annexures and includes any Addenda, if issued.
Rupees or **INR:**	means Indian Rupees, the lawful currency of India.
Scheduled Bank:	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
Scope of Work:	means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Facility Management Services, as set out in more detail in Section 5 of this RFP.
Section :	means a section of this RFP.
Selected Bidder :	means the eligible Bidder selected by the Client the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha for award of the Comprehensive Facility Management Services.
Services Agreement :	means the services agreement to be executed between the Client the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha and the Selected Bidder, substantially in the format as set out in the RFP.

Bidder Data Sheet

Sl No.	Particulars	Details
1	Name of the Client,	Director , AHPGIC , Cuttack **on behalf of H & FW Dept. Govt. of Odisha**
2	Method of Selection	Least Cost Basis
3	Proposal Validity	180 Days
4	Availability of Bid Documents in the website	https://tendersodisha.gov.in/nicgep/app
5	Deadline for Submission of Pre-bid Queries	**Dt.29.08.2026 at 12.30 PM**
6	Contact person	**Contact Person : Director , AHPGIC , Cuttack** **Email : ahrccdirector@gmail.com**
8	Issue of Pre-Proposal Clarifications	**Dt. 05 .09. 2026**
9	Earnest Money Deposit (EMD)	Bid Security amount & cost of bid document are to be processed as mentioned in DTCN (Detailed Tender Call Notice)
10	Place of Opening of Technical Proposals:	**Office chamber of the Director AHPGIC , Cuttack**
11	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information. **For more details on the site visit, please refer to Clause 9.**
12	Proposal Due Date	**Date:18.09.2026 till 5.00 PM**
13	Date of opening of Technical Proposal	**Date:19.09.2026** **Time:12.30 PM** **Bidders are requested to refer Clause 1.6**
14	Performance Bank Guarantee (PBG)	**5%** of the Annual Comprehensive Facility Management Cost

Letter of Invitation { Section - 1 }

Name of the Assignment: Providing Comprehensive Facility Management Services at Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha.

1. The Client Director , AHPGIC , Cuttack Odisha on behalf of the Client **H & FW Dept. Govt. of Odisha**, in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed agencies for providing "Comprehensive Facility Management Services at **"AHPGIC , Cuttack "** who have successfully completed one **Comprehensive Facility Management Services** work in any hospital having minimum 500 functional bed strength, inside India, with minimum 3 years experience.

2. A Bidder will be selected under the " **Least Cost Based Selection**" procedure as prescribed in the RFP in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.

3. This is e-tendering process of the Government of Odisha through the Client **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha. The Proposals must be submitted online with electronic files to be uploaded on the tender Portal https://tendersodisha.gov.in/nicgep/app

4. The Proposals shall consist of 2 parts: **Technical Proposal** and **Financial Proposal**. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.

5. The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal and a Qualification Proposal. The Technical Proposal and Financial Proposal must be submitted on the e-Procurement Portal with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein are not adhered to, the Client **Director , AHPGIC , Cuttack ,,** Odisha may reject the Proposal.

6. The cost of RFP documents is to be remitted online through e-payment gateway for **Rs. 10,000/- (Tender Paper Cost)** towards the paper cost of each bid respectively failing which the Proposal will be rejected.

7. The proposal complete in all respect as specified in the RFP Document must be accompanied with EMD. The bidders shall remit the **EMD** of Rs.80,00,000/- (Rupees Eighty lakhs) **only** through **Online**(as mentioned in e-procurement standard guidelines) / EMD also be furnished in shape of Bank Guarantee (BG) in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar , as part of the bid. Failing which the bid will be rejected. The BG shall remain valid for a period of 45 days beyond the period of tender validity.

8. Exemption of EMD/ Bid security and cost of Bid documents not allowable.
9. The Bidders must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. The online bidding procedure is indicated in the Section-8 of the RFP.
10. **Physical submission of proposals will not be accepted. Bidders are required to submit the Proposal on-line by** 18.09.2026 till 5.00 PM **within the stipulated date and time as mentioned in the RFP.**
11. The last date and time for submission of the Proposal, complete in all respect, on the tender portal, is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
12. This RFP includes following sections:
    a) Letter of Invitation **[Section – 2]**
    b) Instruction to Bidder **[Section – 3]**
    c) Terms of Reference **[Section – 4]**
    d) Technical Proposal Submission Forms **[Section – 5]**
    e) Financial Proposal Submission Forms **[Section –6]**
    f) Draft Contract **[Section –7]**
    g) Performance Bank Guarantee **[Section – 8]**
    h) Procedure under E-Tendering **[Section –9]**
    i) Annexure 1 **[Bid Submission Checklist]**
    j) Annexure 2 **[Job Specification for Facility Management Services]**
    k) Annexure 3 **[Details of available assets at the facility]**
    l) Annexure 4 **[Service Level Agreement]**
    m) Annexure 5 **[Manpower Requirement]**
    n) Annexure 6 **[Deduction for Non-Performance]**
    o) Annexure 7: **[Indicative list of Key Plant & Equipment to be deployed by the CFMS]**
    p) Annexure 8: **[List of Consumables to be used]**

While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Client **Director , AHPGIC , Cuttack , Odisha** knowledge, the Client, holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information / data included in this RFP. The **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Instruction to Bidders { Section - 3 }

1. **Scope of the RFP**

The Client wishes to receive Proposals in accordance with this RFP for award of the Comprehensive Facility Management Services to be provided at the Hospitals.

The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the Client at the earliest. The Client will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the Service Agreement in relation to :

(a) the Bid Process, the provisions of the RFP shall prevail; and

(b) the scope of services or any other terms or conditions of the Services Agreement, the provisions of the Services Agreement shall prevail.

2. **Acknowledgement by the Bidder**

It shall be deemed that by submitting the Proposal, the Bidder has:

(a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Client under this RFP and the Bidder acknowledges that its submission of a Proposal that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;

(b) received all relevant information requested from the Client,;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;

(d) satisfied itself about all things, matters and information, necessary and required to submit a Proposal;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client or a ground for termination of the Services Agreement;
satisfied itself regarding the suitability of the site conditions to undertake and perform the Services; and

(f) Agreed to be bound by the undertakings provided by it under and in terms of this RFP.

The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

3. **Bid Processing Fee:**

The Bidder must furnish as part of the Technical proposal, the required bid processing fee amounting to **Rs. 10,000/- (Rupees ten thousand Only)** through online mode of transaction as prescribed in the RFP failing which the Proposal will be rejected. If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Client as non-responsive.

4. **Earnest Money Deposit:**

The bidders shall remit the EMD of **Rs.80,00,000/- (Rupees Eighty lakhs) only** through **Online** / Bank Guarantee (BG) in favour of Divisional Officer from any Nationalized Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar , as part of the bid. The BG shall remain valid for a period of 45 days beyond the period of tender validity. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract.

The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
  - ☐ provide any clarifications to the Client
  - ☐ agree to the decisions of the contract negotiation meeting
  - ☐ sign the contract within the prescribed time period
  - ☐ Furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client, during the overall selection process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of **180 (One hundred and eighty) days** from the **date of opening of the technical proposal**. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive. The Client will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In exceptional circumstances, prior to the expiry of the Proposal validity period, the Client may request Bidders to extend the Proposal validity period.

6. Pre -Proposal Queries / Pre-Proposal Meeting:

6.1 Clarifications and Queries

(a) Bidders are allowed to submit their queries in respect of the RFP and other details if any, to **the client** through e-mail at ahpgicdirector@gmail.com ,ntstore.ahrcc.2019@gmail.com. The e-mail must clearly bear the following subject: "**PRE-BID QUERIES FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES AT AHPGIC, Cuttack, Odisha.** All queries or clarification requests should be received on or before the last date for submission of such queries as per Bidder Data Sheet.

(b) The Client shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Client reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Client will be either uploaded on the e-Procurement Portal or clarified through email to the respective Bidders for the purpose of preparation of the Proposal.

(c) The Client, may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Client shall be deemed to be part of this RFP.

(d) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

6.2 Pre-bid Meetings

(a) All interested Persons shall be invited to attend the Pre-bid Meeting on the date, time and place mentioned in the Bidder Data Sheet. The Client may also choose to hold the Pre-bid Meeting through video-conferencing on the date and time mentioned in the Bidder Data Sheet. The purpose of the Pre-bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.

(b) All interested Persons may nominate up to 3 authorized representatives to participate in the Pre-bid Meeting, by confirming the participation of its authorized representatives at the Pre-bid Meeting at least 1 day prior to the date of the Pre-bid Meeting. Such confirmation shall be sent by e-mail to ahpgicdirector@gmail.com , ntstore.ahrcc.2019@gmail.com .

(c) During the course of the Pre-bid Meeting, all interested Persons will be free to seek clarifications and make suggestions to the Client.

(d) Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of an interested Person from participating in the Bid Process.

7. **Project Inspection and Site Visit:**

The Bidder, at its own cost, responsibility and risk can visit, and examine the location of the site and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site shall be borne by the Bidder. Client, shall not be liable for such costs, regardless of the outcome of the Bid Process. The Client shall facilitate such site visits provided that the Bidder gives the Client at least 3 days' prior written notice of its intention to visit the site.

8. Preparation and Submission of Proposal:

8.1 The Proposals submitted by the Bidders shall comprise of the following documents:

(a) **Technical Proposal, consisting of:**

(i) an Eligibility Proposal including all documents listed in Section 3 Clause 10 below; and
(ii) a Qualification Proposal, including all documents listed in Section 3 Clause 12 below.

(b) **Financial Proposal** :

In the excel document template uploaded by the Client on the e-Procurement Portal.

8.2 This is an e-tendering process by the Government of Odisha through the Client. The duly completed Proposal along with other pre-requisites documents as per the RFP, shall be submitted on or before the date, time and at the place specified in the Bidder Data Sheet. Proposals received by the Client, after the specified time on the Proposal Due Date will not be eligible for consideration and will be summarily rejected. In online mode, the electronic files are to be uploaded on the Procurement Portal. The Bidder must possess **compatible Digital Signature Certificate (DSC) of class II or class III**. Bidders may seek any clarifications on the e-tendering process during the Pre-Proposal Meeting to be held in accordance with Section 3 Clause 6 above.

8.3 It may be noted that the scanned copies can be prepared in **PDF file format** for the **Technical Proposal** and in **excel format** for **Financial Proposal**.

8.4 Each page of the Technical Proposal and Financial Proposal should be numbered and clearly indicated using an index page.

Any deviation from the prescribed procedures / information / formats / conditions set out in this RFP shall result in out-right rejection of the Proposal. All the pages of the Proposal have to be sealed and signed by the authorized representative of the Bidder. Proposals with any conditional offer shall be out rightly rejected.

9. Eligibility Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

Sl. No.	Description	Supporting Document
1	Bidders must have successfully completed at **least one** Comprehensive Facility Management Services (CFMS) work in any hospital within India having minimum 500 functional beds with **minimum 3 years experience.**	Copy of Work Order / Purchase Order / Contract / Agreement/ certificate from client to be provided as documentary evidence.
2	Bidder must not have been barred by the GoI, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per **Form TECH-6** on stamp paper of appropriate value.
3	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 21 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per **Form TECH-7**
4	A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date.	An undertaking to this effect must be submitted on the letterhead of the Bidder.
5	A Bidder must have ISO 9001 certification and ISO 14001 certification.	Self-attested copy of Certificates to be furnished
6	Bidder should have minimum average annual turnover for last 3 Financial Years ending 2022-23, 2023-24, 2024-25 of Rs.10 crores from Comprehensive Facility Management Services	Statutory Auditor certificate stating income from facility management and allied services, along with Balance Sheet and Profit & Loss Statement as per **Form TECH-3.**

7	In the 3 Financial Years i.e. 2022-23, 2023-24, 2024-25 immediately preceding the Proposal Due Date, the Bidder has not: (i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder; (ii) been expelled from any project or contract by the GoI/GoO or any state government, or its instrumentalities; (iii) had any contract terminated by the GoI/GoO or any state government, or its instrumentalities for breach by such Bidder.	An undertaking to this effect must be submitted on the letterhead of the Bidder.

[Please Note: Consortium / JV (Joint Venture) is not allowed]

10. Documents / Formats need to be submitted along with Eligibility Proposal:

The Bidders have to furnish the following documents duly signed in along with their Eligibility Proposal:

- Filled in Bid Submission Check List in Original **(Annexure-I)**
- Covering letter (TECH– 1) on Bidder's letterhead.
- General Details of the Bidder (TECH – 2)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Undertaking for Non-Blacklisting (TECH-6)
- Undertaking regarding Conflict of Interest (TECH – 7)
- Non-Collusion Certificate (TECH-11)
- Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead.

Bidders should submit the required supporting documents as mentioned above. Eligibility Proposals which do not conform to the Eligibility Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Eligibility Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

11. Qualification Criteria:

Evaluation of the Qualification Proposals will be done only for those Bidders who meet the Eligibility Criteria. The evaluation of each Qualification Proposal shall be undertaken based on the following criteria (**Qualification Criteria**):

S. No.	Qualification Criteria	Maximum Marks
1	**Turnover**	**15**
1.1	Minimum average annual turnover from Comprehensive Facility Management Services for last 3 Financial Years ending **2024 – 25** is **Rs. 10 Crores to Rs. 15 Crores**	5
1.2	Minimum average annual turnover from Comprehensive Facility Management Services for last 3 Financial Years ending 2024 – 25 is **Rs. 15 Crores to Rs. 20 Crores**	10
1.3	Minimum average annual turnover from Comprehensive Facility Management Services for last 3 Financial Years ending 2024 – 25 is Rs. 20 Crores and above	15
2	Relevant Project Experience (in providing Comprehensive facility management services such as Operation and Maintenance of Hospitals/ Medical Care Units/Medical Institutions within India) **(Copy of Work Order / Purchase Order / Contract / Agreement/ certificate from client to be provided as documentary evidence)** **Comprehensive Facility Management Services includes Housekeeping services and other services as mentioned in RFP includes Mechanical services and Techno-managerial services**	**40**
2.1	Providing one Comprehensive facility management services such as Operation and Maintenance of Hospitals/ Medical Care Units/Medical Institutions within India for 651 beds and above functional hospital beds in one assignment.	40

2.2	Providing Comprehensive facility management services such as Operation and Maintenance of Hospitals/ Medical Care Units/Medical Institutions within India for 501 to 650 functional hospital beds in one assignment.	20
2.3	Providing Comprehensive facility management services such as Operation and Maintenance of Hospitals/ Medical Care Units/Medical Institutions within India for minimum 500 functional hospital beds in one assignment.	10
3	**'Resources and Work Plan (refer Form-T9 & Form-T13)**	**20**
3.1	Proposed manpower, standard operating procedure and quality control mechanism	10
3.2	Work Plan, manpower deployment modalities, grievance redressal protocol, value provided to Client with Plan for IT based monitoring of day-to-day activities under CFMS	10
4	**Additional Certification**	**10**
4.1	ISO 45001:2018 (Occupational health & Safety)	5
4.2	SA 8000:2001 (Social Accountability)	5
5	**Technical Presentation**	**15**
5.1	Approach & methodology	5
5.2	Use of technology & Innovation	5
5.3	Success stories in existing/past projects	5

12. Documents to be submitted along with the Qualification Proposal

The Bidders have to furnish the following documents duly signed in along with their Qualification Proposal:

- Financial Capacity Certificate (TECH-3)
- Bidder's Past Experience (TECH-5)
- Commitment for Proposed Equipment & Material (TECH - 8)
- Proposed Technical Manpower Deployment Plan (TECH-9)
- Quality Control Mechanism (TECH-10)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
- Proposed Work Plan (TECH - 13)

Bidders should submit the required supporting documents as mentioned above. Qualification Proposals which do not meet the Qualification Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Qualification Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

13. Opening of the Technical Proposal:

(a) The Client will download the **soft copies** of the Technical Proposals online at the time, date and place specified in the Bidder Data Sheet. The Bidders can also view the summary of opening of Proposals by logging on to the e-Procurement Portal.

(b) The qualification of Bidders will be entirely at the discretion of **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.

(c) Any information contained in a Technical Proposal will not in any manner be construed as binding on **Director , AHPGIC , Cuttack , Odisha**, its agents, successors or assigns; but will be binding on the Bidder.

(d) For participating in the tender, the authorized signatory of the Bidder holding a Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the Proposal shall be considered non-responsive.

(e) Once the Technical Proposals have been downloaded, the Eligibility Proposals shall be evaluated and all Bidders whose Eligibility Proposals meet the Eligibility Criteria, shall qualify for the evaluation of their Qualification Proposals. Once the Qualification Proposals have been evaluated, Bidders whose Qualification Proposals meet the Qualification Criteria will be informed of a date, time and place for opening of their Financial Proposals. Prior to open the financial bid, the date & time will be informed to the bidder. The procedure for evaluation of the Financial Proposals is set out in Clause 14.

14. Evaluation of Proposals:

A three-step evaluation process will be conducted as explained below for evaluation of the Proposals:

14.1 Preliminary Evaluation (1st Stage):

(a) Responsiveness Check:

Prior to the evaluation of the Technical Proposal, the Technical Proposal shall be assessed to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

(i) the Proposal has been uploaded by the specified time on the Proposal Due Date;
(ii) the Technical Proposal and all documents specified in Section 3 Clauses 10 and 12 are received in the prescribed formats; and
(iii) the Technical Proposal contains all the information and documents (complete in all respects) as requested in this RFP;
(iv) the Proposal does not contain any conditions or qualifications; and
(v) the Technical Proposal has been signed in accordance with the requirements of this RFP.

(b) Eligibility Check:

Once a Technical Proposal is found to be responsive, the Eligibility Proposal shall be evaluated to determine if the Bidder meets the Eligibility Criteria as set out in this RFP.

*** Proposals which do not comply with all of the above requirements will be out rightly rejected at the discretion of the Client. No request for alteration, modification, substitution or withdrawal shall be entertained by the Client, in respect of such Proposal.**

14.2 Technical Evaluation (2nd Stage):

(a) Evaluation of the Qualification Proposal will be done only for those Bidders who meet the Eligibility Criteria. The Technical evaluation of each Qualification Proposal shall be undertaken based on the following Qualification Criteria set out in this RFP.

(b) Prior to completion of the evaluation of the Qualification Proposal, the Bidder shall be invited to put forward a technical presentation. The date, time and venue for the technical presentation shall be intimated by the Client, at a later stage.

(c) For each Qualification Proposal, the total points that can be awarded for each Bidder are 100, and the minimum **technical score (T)** that a **Bidder requires to qualify for opening of the Financial Proposal is 70.**

14.3 **Financial Proposal**

(a) The Bidders shall submit the Financial Proposal in the Financial Proposal Format (i.e. in excel format) as provided on the **e-Procurement Portal duly signed by the Bidder's authorized signatory**.

(b) The Financial Proposal shall contain the Man Month Rate for each category of staff proposed to be deployed by the Bidder, cost towards laundry services, cost towards pest control and management cost for the provision of the Comprehensive Facility Management Services.

14.4 **Financial Evaluation (3rd Stage):**

(a) The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) **with a minimum score of 70 marks** shall be opened in the presence of the Bidder's representatives who wish to be present with a proper authorization letter.

(b) The name of the Bidder along with the quoted Comprehensive Facility Management Cost will be announced during the Financial Proposal opening. The Comprehensive Facility Management Cost for each Bidder shall be calculated by **multiplying the Man Month Rate** quoted by such Bidder for each category of staff in its Financial Proposal with the minimum number of staff to be deployed in such category **along with cost of Laundry Services required for one month, Pest control required for one month, and Management Fees for one month. The total amount of the Bill of Quantity item wise will be automatically calculated for three years (thirty-six months) as set out in Financial Proposal Format.**

(c) Following the opening of the Financial Proposals, the Client shall evaluate the Financial Proposals for responsiveness. A Financial Proposal shall be considered responsive only if the Bidder has populated the mandatory rows of the excel sheet provided on the e-Procurement Portal. If a Bidder quotes more than **1 (one) Man Month Rate for the same category of staff in its Financial Proposal, then such Financial Proposal shall be deemed to be non-responsive.**

(d) The Client shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.

15. Financial Proposal Evaluation Process:

15.1 **Least Cost (LC)** method will be followed to evaluate the Financial Proposals. In order for a Bidder to qualify for the opening of its Financial Proposal, it must obtain a minimum score of 70 out of 100 on its Technical Proposal.

15.2 The Financial Proposal with the lowest Comprehensive Facility Management Cost shall be marked as the **First Ranked Applicant** while the next lowest Financial Proposal shall be marked as the **Second Ranked Applicant** and so on.

15.3 The **Selected Bidder shall be the First Ranked Applicant. The Second Ranked Applicant and Third Ranked Applicant shall be kept in reserve** and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP.

15.4 For the purpose of evaluation of the Financial Proposal, the Comprehensive Facility Management Cost quoted by the Bidder **shall be inclusive of all taxes & duties** (except GST which shall be paid extra at prevalent rates by the Client,

16. Implementation Process & Contract Period

The date on which the Service Agreement is signed between the **Director , AHPGIC , Cuttack** and the Selected Bidder (i.e. the **CFMS Provider**), will be identified as the **'Commencement Date'**.

a) Mobilization Period

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

The Client, may request the CFMS Provider to mobilize a part of the team on priority (if need be) during mobilization period, and the CFMS Provider shall extend any required assistance to the Client, if such request is raised.

b) Contract Period

The Contract Period shall start from the 'Effective Date' as defined above and shall be **valid for a period of 3 years.**

17. **Payment Terms and Escalation**

i. Payments to the CFMS Provider will be made as follows:

a. **Payment for Annual Maintenance Contract (AMC) of branded items (not including medical equipment):**

- Within [30 (thirty)] days from the Commencement Date, the designated nodal hospital in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require, or have, an AMC (**AMC List**).

- In accordance with Clause 7.16 of the Services Agreement, the CFMS Provider will enter into AMCs for the equipment as set out in the AMC List (except for the equipment for which there is an existing AMC) with the authorized service providers of the relevant equipment and will be reimbursed, on actuals, the cost of AMCs for such items and equipment on submission of original bills. For the equipment in the AMC list for which there are existing AMCs, the CFMS Provider shall coordinate with the AMC service providers to ensure timely repair and maintenance of the relevant equipment. When the existing AMC / warranty for items and equipment, already under AMC expires, the CFMS Provider shall renew the same after approval from Client.

- **In addition to the above, the CFMS Provider will be paid 1% of the total AMC charges** in the billing period (for both AMCs directly entered into by the CFMS Provider and for AMCs executed by the Client,) as AMC Management Fees.

- The AMC terms and conditions shall be pre-approved by the designated nodal hospital in-charge.

- AMC for any item that is not identified initially in the AMC List, or required later, can be given to the CFMS Provider in the same manner and on the same terms as specified above.

- For the above purpose, no separate provision is to be made in the contract and payment can be made directly as per the terms mentioned in the RFP document.

- These costs shall be over and above all other costs mentioned in the contract.

b. **Payment for manpower resources (As per Nirmal ++ Guidelines)**

- The billing should be made as per service rendered by the selected agency. There shouldn't be any payment whatsoever by any name in the bills.

- To strictly adhere to the activities planned under NIRMAL++ listed in the EFC proceeding **Dtd.31.12.2024**

- The Client, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel at the Facility over and above the indicative number of staff and personnel specified in Annexure 5 and the CFMS Provider shall, pursuant to receiving such instructions from the Client, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal, **complying to the Nirmal ++ guidelines.**

- If the CFMS Provider, in its discretion, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of the Health authority. Payments for such additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal, **complying to the Nirmal ++ guidelines.**

- **The CFMS Provider can deploy any services/ manpower in future on request from the client with due approval of Government in H & FW Dept., Odisha**

c. **Payment for Consumables (not used for medical purpose)**

- An indicative list of proposed equipment and machineries with proposed list of materials/ consumables to be used in providing the Comprehensive Facility Management Services is set out in Tech 8. Within [30 (thirty)] days from the Commencement Date, **the final quantities of equipment/ materials along with consumables consumption approval (detailing the allowable usage of consumables based on the scope of work and service level agreements) shall be given by a committee formed by the Client**. This committee shall also consult the selected CFMS Provider prior to issuing such approval. The client will pay the consumable consumption. No extra payment shall be given towards hire charges of equipment/ machineries engaged for CFMS purpose.

- The bidders want to participate, are required to furnish an Affidavit regarding acceptance of final quantities of equipment and machineries with proposed list of materials / consumables to be used in providing the Comprehensive Facility Management Services as decided by the Committee formed by the client, failing which, the agreement will be cancelled.

- **A separate 'Rate Approval' committee shall also be set up by the Health authority to finalize the rates of consumables only to be used by the CFMS Provider based on market price discovery. This committee shall approve / revise the rates of consumables bi-annually.**

- **The CFMS Provider shall be required to raise bill for the consumables as per the consumption and rates fixed by the above committees on a monthly basis.**

- **Any consumables, not identified initially, or required later, can be added in the same manner, and on the same terms, as described above.**

- These costs shall be over and above all other costs mentioned in the contract.

- The first lowest bidder required to supply/ hire the equipment/ machinery to be used for CFMS Services as finalized by the committee constituted by the client.

d. Other items / spares (Safety Stock)

- Within [30 (thirty)] days from the Commencement Date, the nodal hospital- in-charge appointed by the Client along with the CFMS Provider shall prepare a safety stock list (**Safety Stock List**) detailing the monthly stock of items, spares, components etc. to be kept at the Facility for maintenance of the Facility (including electrical systems,

Horticultural services, sanitation and hygiene services or first aid services, etc. The Safety Stock List shall be updated on a monthly basis by the CFMS Provider to reflect the actual usage of such spares, components and items in order to prevent unnecessary accumulation of such spares, components and items at the Facility. The updated Safety Stock List shall be submitted by the CFMS Provider to the nodal hospital-in-charge.

- These costs shall be over and above all other costs mentioned in the contract.

- Any replenishment of these items identified in the Safety Stock List will be done from the facility's stock and no additional payments will be made to the CFMS Provider for those items.

e. Other services like laundry services :-

- **The agency has to provide new linen bed sheets with 07 colours for 07 days as per the colour code of Nirmal ++ provision.**
- The bed sheets will be of BIS standard and cotton.

- The **cost for service will be measured in INR/Kg of items**. The cost will be determined in two categories.
    a) For supply of bed sheets, cleaning & transportation
    b) Only for cleaning of other linen of the health facility and transportation
- The price quoted by the bidder for laundry service will be based **on weight of the linen i.e. price per Kg.**
- For category (a) approx. 400 gms/bed/ day shall be taken as the weight of the linen (bed sheet with pillow cover) for evaluation purpose.
- For category (b) approx.300 gms/bed/ day shall be taken as the weight of other linen (except bed sheet with pillow cover) for evaluation purpose.
- However, **Payment shall be made on actual weight of the linen.**

f. Other services like pest control

The CFMS Provider shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

i. **Disinfestations Treatment**

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The CFMS Provider shall take the following control measures:

- Intensive / extensive spray with oil / water-based chemicals.
- Frequency: Fortnightly as per the Health authority schedule and need base

ii. **Rodent Control**

Pest Covered: Domestic/Field Rodents.

The CFMS Provider shall take the following control measures:

- Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- Trapping with lures
- Eliminating rats / mice with glue traps
- Frequency: Monthly as per the Health authority schedule and need base.

iii. **Fly Control**

The CFMS Provider shall take the following control measures:

- Sanitation
- Chemical control
- Frequency: Monthly as per the Health authority schedule and need base

iv. **Mosquito Control**

The treatment will be carried out all over the premises and surrounding areas inside and outside. The CFMS Provider shall take the following control measures:

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing
- Frequency: Fortnightly as per the health authority schedule and need based.

g. Management Cost

Management cost to be quoted by the CFMS provider in the financial bid per month basis.

h. Escalation of Manpower Cost

The Annual Comprehensive Facility Management Cost shall be escalated by 3% in the agreement cost excluding cost towards manpower as the cost of HR will be enhanced as per the Labour & ESI wage rate from time to time.

1st Year	*No enhancement*
2nd Year	*3% enhancement in the agreement cost excluding cost towards* manpower
From 3rd year onward (if applicable)	*3% enhancement in the Previous year CFMS cost excluding cost towards* manpower

The manpower cost quoted by the selected bidder shall also increase when there are notifications issued by the Government for revisions of wages of semiskilled, skilled and highly skilled workers. The selected bidder shall ensure at all times that payment of wages to the manpower engaged for the CFMS work shall not be less than the prevailing minimum wages of unskilled, semiskilled, skilled and highly skilled workers as per the government notifications issued from time to time.

i. Change in Law

If, after the Proposal Due Date, there is a Change in Law (as defined in the Services Agreement) which increases the minimum wages or statutory wages payable to workers and labor deployed by the CFMS Provider, the resultant increase in costs, including the basic differential cost of minimum wages for unskilled, semi-skilled and high skilled labor together with ancillary cost implications on aspects such as increased PF or ESI, will be to the Client's account and shall be paid over and above the Annual Comprehensive Facility Management Cost payable to the CFMS Provider.

18. Performance Bank Guarantee (PBG) { Section : 8 }

18.1 Within **7 days of issuance of the Letter of Award**, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand **Performance Bank Guarantee amounting to 5% of the Annual Comprehensive Facility Management Cost** from a Bank as per the approved list of Govt. of Odisha situated in Bhubaneswar in favour of **Director , Acharya Harihar Regional Cancer Centre , Cuttack , Odisha**. **The PBG shall be valid for a period of three months beyond the Contract Period (calculated from the Effective Date).** The PBG shall secure the CFMS Provider's obligations under the Service Agreement. **The PBG shall be released immediately after three months of expiry of the Contract Period provided** there is no breach of contract on the part of the CFMS Provider and subject to the Client's right to receive or recover amounts, if any, due. **No interest shall be paid on the release of the PBG to the CFMS Provider.**

18.2 It is expressly understood and agreed that the PBG is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the CFMS Provider as detailed / stipulated in the Service Agreement.

18.3 If the Contract Period, for whatever reason be extended, the CFMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Client, before the expiry date of the PBG originally furnished.

18.4 Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Client may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the CFMS Provider fails to commence operations of the Comprehensive Facility Management Services as per the requirements of this RFP and the Service Agreement.

18.5 Upon occurrence of a CFMS Provider default under the Service Agreement, the Client, shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the PBG as damages for such default. Upon such appropriation from the PBG, the CFMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG failing which the Client, shall be entitled to terminate the Service Agreement.

18. Contract Negotiation

After the Selected Bidder is chosen, the Client, may choose to hold contract negotiations at a date, time and address as intimated to the Selected Bidder. The Selected Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. The representative conducting negotiations on behalf of the Selected Bidder must have written authority to negotiate and conclude the contract. **Negotiation may be undertaken on technical and financial aspects, if any and availability of proposed professionals etc.**

19. Award of Contract:

19.1 After completion of any negotiations, the Client, shall, issue the letter of award (**LOA**) to the Selected Bidder:

(a) declaring it as the Selected Bidder;

(b) accepting its Financial Proposal;

(c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 days of issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and

(d) Requesting it to submit the PBG in accordance with Clause 18.

19.2 The Client, shall also notify all other Bidders about the result of the selection process.

20. Conflict of Interest:

20.1 A Bidder shall not have a conflict of interest (**Conflict of Interest**). A Bidder, shall be considered to have a Conflict of Interest if the Bidder or its Associate:

a. Is under common Control with any other Bidder or Associate.

b. has direct or indirect shareholding or other ownership interest in any other Bidder, or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or Associate in the other Bidder, or Associate is less than 5% of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or

c. receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or

d. has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this RFP.

e. has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Client regarding the Bid Process; or

f. submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or

g. has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

20.2 A Bidder, or its Associate, shall also be deemed to have a Conflict of Interest in the following circumstances:

(a) Conflicting Assignment/job: A Bidder or any of its Associates shall not be hired for any assignment/job that, by its nature, may be in conflict with the Comprehensive Facility Management Services being procured under this RFP to be executed for the Client.

(b) Conflicting Relationships: A Bidder that has a business or family relationship with a member of the Client, or GoO's staff who is directly or indirectly involved in any part of:

i. the preparation of the Terms of Reference;

ii. the Bid Process, or

iii. Supervision of the Service Agreement,

iv. unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

20.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of the Service Agreement.

21. Disclosure:

(i). Bidders have an obligation to disclose any actual or potential Conflict of Interest. Failure to do so may lead to disqualification of the Bidder or termination of the Service Agreement.

(ii). Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

(iii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a criminal offence or other serious offence punishable under Applicable Laws, or where they have been found by any regulator or professional body to have committed professional misconduct;
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

22. Fraud and Corrupt Practices:

22.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Client, **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

22.2 Without prejudice to the rights of the Client under Clause 21(a) above, in the event that a Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Client either indefinitely or for a stated period of time from the date such Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

22.3 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of the Financial Proposals, and recommendation for award of contract, will result in the rejection of the Proposal.

22.4 For the purposes of this Clause 23, the following terms will have the meanings given to them below:

(a) **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this RFP or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Client will be deemed to constitute influencing the actions of a Person connected with the Bid Process);

(b) **fraudulent practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

(c) **coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

(d) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 21); and

(e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

23. Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and shall be rejected by the Client. Bidders are required to submit a certificate in the format as set out in Form T-11 under Section 3 of the RFP as part of their Proposal.

24. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

25. Cost of Bidding:

The **Bidder shall bear all costs associated with the preparation and submission of its proposal**. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process. A bidder is not allowed to submit more than one proposal under the selection process.

26. Governing Law and Jurisdiction:

The Bid Process, this RFP and the Proposals shall be governed by, and construed in accordance with, the laws of India. The competent courts at Bhubaneshwar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Proposals.

27. Confidentiality:

27.1 All documents and other information provided by the Client or submitted by a Bidder to the Client, will remain or become the property of the Client, as the case may be. Bidders should not use any information provided by the Client, in connection with the Bid Process for any purpose other than for preparation and submission of their Proposals.

27.2 The Client will treat all information, submitted as part of a Proposal as confidential and will require all those who have access to such material to treat it in confidence. The Client may not divulge any such information or any information relating to evaluation of the Proposal or the qualification of Bidders unless:

(a) such publication is contemplated under this RFP;

(b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Client or the Bidder on matters arising out of or in connection with the Bid Process;

(c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;

(d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Client or as may be required by law (including under the Right to Information Act, 2005); or

(e) in connection with any legal process.

28. Amendment of the RFP Document:

At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum at **https://tendersodisha.gov.in**. Any such addendum will be binding on all the Bidders. The Bidders are required to read the RFP with any addenda/amendments that may be issued in accordance with this Clause 27. Any oral statements made by the Client or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP. To give bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client, may, at its discretion, extend the deadline for the submission of the Proposals. The Client, will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Proposal. The Client assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

29. Client:

29.1 The **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;

(c) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;

(d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;

(e) reject any Proposal, if:

(i) at any time, a material misrepresentation is made or uncovered;

(ii) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal; or

(iii) the Client finds any Proposal to be unreasonable, impractical or unviable.

(f) accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

29.2 If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be **disqualified**. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Client to the Selected Bidder.

29.3 Upon any disqualification, cancellation or termination in accordance with this Clause 28, the Client, will not be liable in any manner whatsoever to the Bidder. Additionally, the Client will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Client as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Client may have under the RFP, the Service Agreement or Applicable Laws.

31 The performance of the CFMS provider shall be reviewed in every 6 months by the concerned Medical Authorities.

32 The response time of the CFMS provider for the services like Fire, Oxygen plant, lift, DG set and AC will be kept as "instant" and for other services it will be within 30 minutes of the call.

33. Any Services/ Manpower can be added in future with due approval of Government, if it is not there in the present scope.

34. Disqualification of Proposal:

The Proposal is liable to be disqualified and rejected by the Client in the following cases:

- the Proposal has not been submitted in accordance with the procedure and formats as prescribed in the RFP;
- during the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- the Proposal is received in an incomplete form;
- the Proposal is received after the Proposal Due Date;
- the Proposal is not accompanied by all requisite documents / information;
- the Proposal is submitted with assumptions, conditions, qualifications or uncertainty;
- the Proposal is not properly sealed or signed;
- the Proposal does not conform to the requirement of the scope of the work of the assignment;
- the Bidder is in breach of Clause 21 of this RFP at any point of time during the Bid Process;
- the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder) is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Financial Proposal.

Terms of Reference { Section - 4 }

1.1. Project Background

Providing Comprehensive Facility Management Services at , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha. The project aims to ensure best in class patient and stakeholder experience for these hospitals by selecting a Comprehensive Facility Management Agency.

1.2. Project Objective

The objective is to providing "Comprehensive Facility Management Services for AHPGIC , Cuttack , Odisha. The contract shall be initially for a period of Three years, which may be renewed for another year subject to satisfactory performance of the CFMS Provider and with the mutual consent of both the parties.

Area of Work: -

The broad services (complying to Nirmal ++ Guidelines) expected from the CFMS Provider and are as follows:

- Operation and Maintenance of all Electrical and Mechanical equipment (excluding medical equipment),
- Housekeeping and Sanitation services,
- Caretaker & watchman services,
- Horticulture, Gardening, Plantation and Lawn Maintenance,
- Tailoring
- Waste Management,
- Parking Management,
- General Pest control,
- Reporting and Complaint Management,
- Coordination with other service providers,
- Cleaning of roads, grounds, building facade and drains,
- Building plumbing, carpentry and masonry services, and
- Crisis management including primary fire fighting and lift rescue operations.
- Patient & Hospital Management Services

1.3. Scope of Services

Unless explicitly excluded, the scope of work under the Service Agreement is as below:

A. Maintenance Services

The CFMS Provider shall provide maintenance services **complying to Nirmal ++ Guidelines** and as set out below:

The CFMS shall be liable to perform/undertake following services:

i. Preserving the Facility, its equipment's and assets as per the satisfaction of the Director , AHPGIC , Cuttack, Odisha

ii. Day to day repairs/service of the Facility and all equipment and assets,

iii. AMC of all equipment's such as AC, lift, DG set etc. procured by the Client, from time to time.

   a. For all other equipment's in the project for which AMC shall be required, as deemed necessary by the CFMS Provider, the same shall be procured by the CFMS Provider at their own cost for preservation of all project equipment.

iv. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the Facility and coordinate with the representative appointed by the Client to update such inventory on a weekly basis.

v. Prepare list of probable spare parts, Electrical and Mechanical items, AC spares including split units etc. and DG spares and coordinate and supervise for availability of these spares for items under AMC. It is clarified that the CFMS Provider shall be responsible for the procurement of all spare parts required to undertake the operations and maintenance services.

vi. Prepare Annual Building Surveys and programs for repairs along with submitting an action plan. (To be prepared by the PWD in consultation)

vii. Operation of all equipment in the Facility, including their minor repairs and replenishment of items such as electric lights, LED bulbs etc.

viii. Repair and rewinding of ventilation fans, pumps, motors geyser, oil heater etc. (after the relevant defect liability period/warranty period).

ix. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance, including replacing fuse, tube lights, bulbs, minor wiring etc.

x. Regular checking and minor paint touch-up of all wall, ceiling, windows, grill etc. Regular checking and minor touch-up of polish and paint to all wood works.

xi. Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis.

xii. Pre-start checks on all systems and facilities before putting the systems and facilities into operation in accordance with equipment manufacturers' start-up procedures;

xiii. Operational start-up, running, monitoring and shutdown of equipment and facilities should meet and maintain demand loads, to ensure safe, efficient and reliable services to all installed facilities in accordance with the equipment manufacturers' standards and procedures;

xiv. Decommission/shutdown of an equipment service when required in accordance with the manufacturer's servicing and maintenance procedures;

xv. The submission of an equipment failure analysis report within 48 hours after the occurrence of failure indicating the equipment or component that failed, all the relevant information relating to the failure, the

cause of the failure, the restoration of the equipment and the recommendations proposed to prevent or minimize recurrence of failure. Failure analysis report shall be comprehensive enough so that the root cause of recurring equipment failures or systems inefficiencies can be spotted and corrected.

xvi. Witness testing and commissioning procedures for new equipment, installations, alterations and attend/undertake any required training to enable maintenance of said equipment/installations.

B. Operation Services

The operation services to be performed under the Scope of Work include:

I. Operation of Equipment and Fixtures

i. The CFMS Provider shall ensure day to day unhindered running of the entire Facility as per the satisfaction of the Client. However, these equipment and fixtures will not include those used extensively for medical purposes.

ii. CFMS Provider shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.

iii. The CFMS Provider shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by the sub-contractors/ original equipment manufacturers and shall ensure the safety of the equipment and personnel using it. (some details of pumps, AC, lifts, sewerage system, plumbing, fire fighting, and other electrical works are enclosed in the RFP).

iv. The CFMS Provider shall ensure that day to day works such as removing choking of drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs including the domes, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.

v. The CFMS Provider will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.

vi. The CFMS Provider shall operate all equipment, fittings and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.

vii. The CFMS Provider shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M manuals for smooth operation and functioning of the area.

viii. The CFMS Provider shall operate and maintain the complete access control system, fire alarm system, CCTV system, PA system and any other system as installed in the Facility.

ix. The CFMS Provider shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/ areas/ exhibits/ artefacts as specified in the O&M manuals carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artefacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of CFMS Provider and the CFMS Provider shall make good the damaged exhibit / artefacts / equipment's at his own cost.

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the CFMS Provider for operating the Facility in accordance with Good Industry Practices and delivering the Services as per the satisfaction of the Client. The CFMS Provider shall maintain the service levels and also maintain manpower as per detailed scope described below.

II. Housekeeping and Cleaning Services –

a) Daily Cleaning Services (as per ISO standards and specifications wherever applicable):

Housekeeping / cleaning services should be provided round the clock (throughout day and night) including holidays in OPD Blocks, Wards & Cabins, Academic Block, and all other areas of the Facility, so that all areas are neat and clean at all times.

Comprehensive Facility Management Services includes Housekeeping Services and other services as mention in RFP includes Mechanical Services.

The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the Bidder in its Financial Proposal.

The CFMS is 24 X 7 basis availability Service through out the day and night time. The payment of such manpower shall be consistent with the rate quoted by the bidder for such manpower in the BOQ.

Working hours: cleaning work in the morning should be completed well before 8:00am in all areas of the Facility, including all patient rooms. Housekeeping staff has to do following activities for all of the [Hospital rooms of all the departments, stores, canteen, kitchen, consultants chambers, wards, ICUs, Operation Theatres, CSSD, Labs, Blood Bank, all corridors and all covered and open areas of Academic Block].

1. Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments on a daily basis. The frequency shall be guided by health department guidelines/standards.
2. Cleaning sweeping, mopping with disinfectant staircases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, Corridors Ceilings, Academic Block, Office Rooms, training rooms on daily basis. The frequency shall be guided by health department guidelines/standards.
3. Vacuum cleaning of all carpets and upholstered furniture.
4. Cleaning and disinfecting kidney trays, urinals bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags as and when required.
5. Cleaning blood spills and others such as human excrement, urine, vomitus, sterile body fluids immediately, as and when required.
6. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.

7. Cleaning of dust bins, waste-paper baskets, cobwebs etc. and disposing off all collected refuse thrice a day at regular intervals on a daily basis.
8. The dust bins shall be washed daily and garbage bags shall be placed in all garbage bins to avoid stains. Each dust bin shall be cleared as soon as it is full from time to time.
9. Collecting garbage in specified colour coded bags from all dust bins and garbage bins at the Facility and disposing such waste at the designated area within the Facility in accordance with applicable laws, including the laws dealing with bio-medical waste and its treatment.
10. Refilling, replacing and emptying of sharp containers at all stations.
11. Offering and assisting the patient with kidney trays, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, cleaning, disinfecting and keeping such equipment/ material ready for next use.
12. Washing linen soiled by urine, vomitus, faeces and others with 1% hypochlorite solution and sending it to laundry.
13. Spraying room fresheners in all rooms on daily basis at regular intervals. The frequency shall be guided by health department guidelines/standards.
14. Assisting in transporting dead bodies for postmortem and /or to the mortuary and disposing off any amputated limbs or other bio medical parts to the bio medical waste bin (**BMW**) collection point.
15. Cleaning, mopping, disinfecting the OT floors, walls, ceilings and OT lights in the morning prior to the use of the OT, in between cases as well as terminal cleaning at the end of the day (as per instructions and directions of the OT in-charge).
16. Cleaning the patient's bed, lockers, trolleys, wheelchairs and surrounding areas twice a day or immediately once a patient is discharged or when soiling occurs.
17. Cleaning and carbonization of ICU beds, OT beds between cases (as per the instructions & directions of the OT in charge).
18. Washing of slippers in ICUs, OT, dialysis etc. Assist in fumigation of ICUs as per schedule to be provided by the Client.
19. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brushing thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stocking toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check -ups in the morning, afternoons and on call basis during daytime.
20. All the garbage collected at the designated points spread over the Facility is to be lifted in tractor trolleys as well as the general waste which does not require incineration should be cleared on daily basis to municipality defined yards outside the Facility. Cleaning of garbage points is also under the responsibility of the CFMS Provider. If garbage is not lifted as per above defined mode, a penalty of [Rs. 5000/-] on each occasion shall be imposed on the CFMS Provider.

21. It is the responsibility of the CFMS Provider, to keep round the clock housekeeping staff who is an expert in the clearance of choking of sinks, wash basins, floor traps, rain water pipes, sewer chamber & sewer lines. Any choking shall be cleaned on an immediate basis. If there is any loss/ inconvenience to the hospital owing to non-clearance of choking in the manner set out above, appropriate penalties shall be imposed on the contractor.
22. Cleaning of all open areas between the building and boundary of the Facility, including [sweeping of roads, lawns, paths, cleaning open drains, pump rooms, AC plants, electrical substation, auditorium R&T, nursing college, main gates, etc.] as directed by the Administrative Officer of the Facility.
23. Any additional work assigned by the ward I/C of the area where the housekeeping staff has been placed on duty. Once assigned an area the housekeeping staff will be under the control and supervision of the sister I/C/Supervisor/Officer on duty of the area.
24. Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of the patient attendant / nursing orderly / staff nurse / nursing sister.
25. The CFMS Provider shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.), that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process.
26. The CFMS Provider shall ensure that all consumables are always available for use by building occupants. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. CFMS Provider shall be required to manage and monitor inventories and inform the Health authority in good time to re-order. This shall also apply to building furniture and other miscellaneous equipment/facilities.

b) General waste Disposal

1. The CFMS provider will collect the garbage/ general waste and dispose in the assigned area from where the municipal people will come and collect.
2. The CFMS Provider will teach and train his staff for the collection / disposal work.
3. The CFMS Provider shall provide trolley or covered wheel barrow to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.
4. The CFMS Provider shall clean the trolley or covered wheel barrow and the garbage disposal site including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The CFMS Provider shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

c) **Weekly Services**

1. Dusting of entire area forming part of the Facility including windows / windowpanes / doors / ledges, etc.
2. Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
3. Cleaning of sanitary fitting, toilet drainpipes etc. in the toilets with standard cleaning material.
4. Cleaning of all windows glasses and grill with detergent/ cleaning agents.
5. Washing of outside area with high pressure jet machine.
6. Cleaning of all chrome fittings, glass frames, soap holders etc. to a shiny finish.
7. The CFMS Provider will make a cleaning program for weekly cleaning and submit such program to the concerned Medical Authority at least 2 days prior to the start of each week so that the hospital's concerned official / In-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

d) **Cleaning of office/Consultant Rooms: -**

1. The contractor shall remove trash from office dustbins as and when they are full and shall change the trash liner every evening before closing hours.
2. The offices shall be dry dusted and swept on a daily basis after the closing hours. Vacuum cleaning shall be done on carpets and upholstery daily.
3. The worktables shall be mopped with soap solution in the morning prior to [8.00 AM] daily.
4. The office floors shall be mopped with soap solution in the morning prior to [8.00 AM] daily.
5. Office staff rest rooms/toilets shall be cleaned using soap solution and kept odour free using deodorizer at all times.

e) **Cleaning of Laboratory and other Critical Areas: -**

1. All the dustbins shall be washed and lined with colour coded bags in the floor shall be thoroughly mopped with a specialized soap solution. The entire laboratory area shall be scrubbed at least twice in a week.
2. Toilets/bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes at all times.
3. The common areas shall be swept and mopped in the morning and at regular intervals at least thrice a day to keep them clean.
4. Rotation of staff in critical areas like OT, Laboratory, ICU & Wards may be kept at minimum.
5. Walls shall be thoroughly cleaned using a specialized soap/disinfectant solution in the morning prior to [8.00 AM] daily.

f) **General Pest Control**

The CFMS Provider shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

i. Disinfestations Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The CFMS Provider shall take the following control measures:

- Intensive / extensive spray with oil / water-based chemicals.
- Frequency: Fortnightly as per the Health authority schedule and need base

ii. Rodent Control

Pest Covered: Domestic/Field Rodents.

The CFMS Provider shall take the following control measures:

- Baiting with anti - coagulant rodenticide / asphyxiates type chemicals
- Trapping with lures
- Eliminating rats / mice with glue traps

- Frequency: Monthly as per the Health authority schedule and need base.

iii. Fly Control

The CFMS Provider shall take the following control measures:

- Sanitation
- Chemical control

- Frequency: Monthly as per the Health authority schedule and need base

iv. Mosquito Control (to be decided by Authority)

The treatment will be carried out all over the premises and surrounding areas inside and outside.

The CFMS Provider shall take the following control measures:

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing

- Frequency: Fortnightly as per the Health authority schedule and need based.

g) Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the CFMS Provider.

1. **Toilets Checklist: -** The CFMS Provider shall maintain a checklist covering cleaning and sanitation of toilets. This is to be attached on the back of the toilet door. It is to be updated and filled up by the CFMS Provider on duty at regular intervals each time the toilet is cleaned.

2. **Management/Housekeeping Services Requirements/ Complaints Report:** - This is to be filled up by the management and administrative staff of the CFMS Provider who receive/observe the complaints/requirements for any of the Services from either the Client or the Client's representatives or from patients and visitors to the Facility. All suggestions, complaints related to services or staff deployed by the CFMS Provider will be registered in this report and shall be reported to the in-charge Officer of the Facility on a daily basis

3. **Housekeeping Services Complaint Register:** - This register is to be completed and updated on a daily basis on the basis of information received by the CFMS Provider from the Superintendents/ Dean & Principal, through the inspection of the site, material on site, attendance sheet of the staff, weekly report, letter/fax/e- mail, verbal complaints from the Health authority, its staff, any patients, visitors, etc. and necessary action is to be taken.

h) Laundry Services

- The agency has to provide new linen bed sheets with **07 colours for 07 days** as per the colour code of Nirmal ++ provision.
- The bed sheets will be of BIS standard and cotton.
- The cost for service will be measured in INR/Kg of items. The cost will be determined in two categories.
    a) For supply of bed sheets, cleaning & transportation
    b) Only for cleaning of other linen of the health facility and transportation
- The price quoted by the bidder for laundry service will be based on weight of the linen i.e. price per Kg.
    - For category (a) approx. 400 gms/bed/day shall be taken as the weight of the linen (bed sheet with pillow cover) per day, for evaluation purpose
    - For category (b) approx. 300 gms/bed/day shall be taken as the weight of other linen (except bed sheet) per day, for evaluation purpose
- However, the Payment shall be made on actual weight of the linen.

i) Post Mortem Services

The CFMS agency shall undertake the post mortem services which shall include carrying of dead bodies, handing over, cleaning, security and record keeping of the same. Necessary staffs shall be deployed for this services.

III. **Gardening & Lawn Management (Applicable to those facilities having garden)**

The CFMS Provider shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be maintained by CFMS Provider including grass cutting machine and other tools required for maintenance of horticulture areas.

The CFMS Provider shall grow seasonal plants and seasonal flowers as deemed fit by the Client, to maintain the horticulture/ landscape as per the satisfaction of the Client. The CFMS Provider shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc. Broad scope of work will be as follows:

1. Daily watering
2. Weed removing
3. Trimming and pruning
4. Soil mulching
5. Lawn mowing
6. Hedges and Shrubs cutting etc.
7. Cleaning Garden areas
8. Applying fertilizer or compost manure/vermi culture manure alternate month or as and when required.
9. Applying pesticides and fungicide alternate month or as and when required.
10. Maintenance of vermi compost pits
11. Disposal of dry/fallen leaves.
12. Seed collection and sowing.
13. Rising of Nursery.
14. Preparation and maintenance of Planting Materials.
15. Operation of Tools, Machinery as required for the Garden.
16. General maintenance of existing plants, Tools implements etc.

C. Management Services

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

1. Maintain record of all the equipment/assets at facility, keep record of the vendors details, including subcontractors and AMC providers, keep track of the dates of AMC/warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
2. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.
3. Maintenance of Reports, Logbooks etc. for operation & maintenance of various systems & equipment, maintenance of equipment history,

4. Prepare a preventive maintenance plan for all equipment, except medical equipments /fittings & fixtures, ensuring100% compliance. CFMS Provider shall co-ordinate with the:
    - Repair technician for doors, blinds and floor springs etc.
    - Original equipment manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of the CFMS Provider.
5. Works like painting, polishing, tiling, ceiling etc. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
6. Co-ordinate, administer and certify works of Vendors/Manufacturers/ Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
7. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
8. Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
9. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Client.
10. Coordinate with third parties for conducting equipment audit, fire audit as and when required by the Client.
11. Prepare and follow Standard Operating Procedures for smooth functioning of the maintenance services, within 30 days of commencement of the Service Agreement.
12. Brief the representative on maintenance and operational proceedings on day to day basis.

D. Complaint management

The CFMS Provider shall create a complaint kiosk with a designated senior official of the CFMS Provider managing such kiosk with adequate infrastructure for time bound complaint management. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The defined SLA times for responding and closure of complaints by the CFMS Provider and based on standards these present guidelines and may be changed by Client from time to time. These defined **SLA are provided in Annexure-4**

To the extent possible, the CFMS Provider shall make ensure that vendor/ manufacturer / subcontractor/ AMC service provider performs their obligations as per their respective contracts. In spite of the efforts made by the CFMS Provider, should any vendors / manufacturers fail to perform their obligations, the CFMS Provider shall notify the Client and ask for necessary action.

E. Hospital Management Services

Patient are the foundation of any institute providing medical care. It is a must that they are happy and satisfied while in need of care. Thus, healthcare institutions are primarily patient centric. Apart from clinical services, support services if duly extended and managed results a satisfied patient.

Considering the current scenario followings can be the needful interventions:

1. Process of patient registration, a patient approaches the OPD of required department for check-up and respective department in case of planned admission or Casualty Department in case of any emergency.
   - Patient provides basic data to registration desk and the same is captured by registration desk personnel. The Registration worker shall make registration slip and instruct the patient regarding further procedure. The patient is then asked to move to a specified room for further consultation and investigations as required.
   - The patient is then moved to the Inpatient department, as required by the plan of treatment and in consultation with the treating doctor.
   - A patient shall become eligible for obtaining medical help of the hospital only after getting himself /herself registered.
   - Majority process pertaining to admissions, history taking, records of physical examination and other investigations are maintained manually and no record keeping in digital format.)
2. This puts patients without attendant/ignorant much in difficulty, hence, more numbers of reception desk/ assistant desk in each OPD is required to be manned for assistance with Provision of Dedicated line for unattended patients
3. Appointment management: For hospitals having their own site, appointment widgets can be integrated onto the site. Further, registration can also be made through ors.gov.in (ORS Patient Portal) upon successful implementation by Comprehensive Facility Management Services (CFMS) at AHPGIC , Cuttack ,Odisha on the Government website. Patients visiting the hospital's website can book online appointments with ease
4. All process pertaining to admissions, history taking, records of physical examination can be kept in digitally scanned record. This medical record system both in hard copy and electronically would help in maintaining medical records accessible upon visit along with maintaining the contact details of the patient.
5. Assessment of Patient amenities like safe drinking water, required numbers of chairs in waiting area, clean toilets, fan and air cooling/heating made available and monitored for their functionality and adequacy on regular basis. A "May I Help You" Desk be provided at OPD with dedicated staff.
6. Dedicated guideline of disinfection of common public places and clinical areas to be developed and strictly adhered.

7. Floor wise checklist on frequency of cleaning done with time and cleaning articles subject to internal and third-party audit to be carried out.
8. Cleanliness and overall hygiene of hospital environment- Night time cleaning of entire outer campus is to be done with security personnel deployment to provide a hassle-free patient movement during day time.
9. While engaging housekeeping personals must consider- majority persons should not be from any particular locality and caste to avoid mass absenteeism on account of holidays and rituals.
10. Availability of attendants for filling up forms for needy patients at required places
11. In order to obtain information describing patient's opinion for a larger sample patient satisfaction survey for both out-patients & in-patient departments which can be circulated to all the departments and mandated by Comprehensive Facility Management Services at Govt. Medical College & Hospital, to obtain patient feedback on a continuous basis for a better grip on improvement.
12. Many of patients visiting the hospitals may be Adivasi and poor with very limited awareness of their rights and capacity to negotiate an increasingly complex and unfamiliar referral pathway, so when tertiary Treatment is essential for them they are often completely unable to access these services- To address this volunteers / attendant should support as interface between doctor and patient in each floor.
13. Keeping the ward boys for clinical and patient assistance and deployment of general for mobilization of oxygen cylinders to respective departments.
14. Improvisation of existing Comprehensive Facility Management Services (CFMS) at Govt Medical College & Hospital -website and integrate with the following,
15. Admission & Discharge Process flow: To avoid any confusion regarding the process to be followed by the patient or the relative regarding admission or discharge of the patient, there needs to be proper flowchart with details step by step process on the website.
16. FAQs i.e. frequently asked questions may be included addressing the common concerns of the community at large. It may include reference to services provided at OPD & IPD including timings, registration process, online registration, amongst others
17. Lab report: Currently lab reports are collected by the patient or attendant physically at the counter. System can be implemented where Patient lab reports can be accessed from hospital website with the help of unique ID and number. This can be assessed by patient as well as doctors.
18. Introduction to ORS System.
19. The common patient portal (ors.gov.in) of e-Hospital Platform is developed by National Informatics Centre (NIC) under the "Digital India" program of Government of India, which facilitates hospitals to provide various online services to the patients such as online OPD appointment, viewing of lab reports, status of availability of blood in blood banks etc. by registered mobile Number or Unique Hospital Identification Number (UHID). Identity of the patients are confirmed digitally using Aadhaar authentication service provided by UIDAI to ensure that only genuine patients are given online OPD appointments.

20. The laundry SOP details all activities as attached however the Contaminated & infected linen should be disinfected before giving to the laundry has to be maintained till the SOP gets implemented.
21. Contamination of clean linen must be prevented: by storage in a clean dry space or cage, /transport in the white trolly which is cleaned and disinfected prior to loading in clean linin. Linin that is (or thought to be) contaminated must be returned to the laundry for reprocessing.

F. Reporting

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

a. Initial Review Report;
b. Monthly Reports;
c. Deployment Report;
d. Attendance Reports; and
e. Statutory compliance intimation report

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The CFMS Provider shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The CFMS Provider shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Customer Feedback Analysis
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Client.
- Any other reports as needed from time to time.
- The CFMS Provider has the option to use /implement any software for managing the Facility.
- The CFMS Provider shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Any other reports / compliance certificates as needed from time to time

G. Parking Management (applicable where parking facilities is available inside the Facility)
The activities and responsibilities of the CFMS Provider are:

- Support for parking management
- Manage operations at Entry and Exit terminals,
- Vehicle and traffic management within the Facility,
- Manage way - finding / space monitoring & guiding for parking, and
- Coordination with Client where required.

H. Watchman Services
The activities and responsibilities of the CFMS Provider are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensuring safety and security of men and material,
- Guiding patients to desired OPD, Wards, Consultation rooms, laboratories, etc.
- Regulate the entry and exit of vehicles/materials,
- Preventing entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- The CFMS Provider shall maintain records of inwards and outwards movement of materials and vehicles, etc. with proper check as per instructions given from time to time by hospital authority,
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out of the Facility,
- Physical guarding of entry / exit points at all times,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the patients and staff during the emergency evacuation of the building,
- Rescue operation of patients, visitors and staff stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- The CFMS Provider shall provide at his own cost
    a. proper clean uniform and badges and
    b. photo identity cards as per laid down rules for Private Security Agencies.

I. **Manpower**

i. The manpower required to be provided by the CFMS Provider is set out in Annexure 5 .

ii. The CFMS Provider shall provide the above manpower to efficiently and effectively manage the Facility. However, the CFMS Provider shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the Scope of Work for the Services.

iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to

iv. The CFMS Provider can deploy any services/ manpower in future with due approval of Government in H & FW Dept., Odisha

v. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the Bidder in its Financial Proposal.

vi. During day shift the total no. of manpower deployed should not be less than the manpower specified in the table, at all times.

vii. Police verification of the manpower deployed by the CFMS Provider should be complete and must be shared with the Client immediately upon request.

viii. The CFMS Provider shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed.

ix. Disbursing Client will verify a specific percent (at least 2%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.

x. The CFMS Provider will be required to provide an overall supervisor, preferably an ex-army man for the entire facility who may be required to co-ordinate with multiple resources, designated engineers/Nodal Hospital In Charge of the facility as well as supervisor of other facilities.

J. The performance of the CFMS provider shall be reviewed in every 6 months by the concerned Medical Authorities.

K. The response time of the CFMS provider for the services like Fire, Oxygen plant, lift, DG set and AC will be kept as "instant" and for other services it will be within 30 minutes of the call.

L. Any Services/ Manpower can be added in future with due approval of Government, if it is not there in the present scope.

M. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Contract, any deficiency by the CFMS Provider in the performance of its delivery obligations, shall render him liable to any or all of the penalties mentioned **in Annexure-6**

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

Director Acharya Harihar Post Graduate Institute of Cancer, Cuttack , Odisha

Technical Proposal Submission Forms { Section - 5 }

1.4. Tech 1: Covering Letter

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

<Name of Office>

Subject: Providing Comprehensive Facility Management Services at AHPGIC , Cuttack

Dear Ma'am/Sir,

Please find enclosed our Technical Proposal in respect of the above-mentioned assignment and pursuant to the Request for Proposal (**RFP**) dated [●] issued **by Director , AHPGIC , Cuttack** .

We hereby confirm the following:

1. The Technical Proposal is being submitted by _____[name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by **Director , AHPGIC , Cuttack,** Odisha. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that **Director , AHPGIC , Cuttack , Odisha** , will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Proposal.

5. We shall make available to **Director , AHPGIC , Cuttack , Odisha** any additional information it may require to supplement or authenticate the Proposal.

6. We acknowledge the right of **Director , AHPGIC , Cuttack , Odisha** to reject our Proposal without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.

7. We acknowledge the right of **Director , AHPGIC , Cuttack , Odisha** to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.

8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:

   (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;

   (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;

   (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;

   (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or

   (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

      (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or

      (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.

9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:

   (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;

   (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or

(iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.

10. We certify that we have not entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting.

11. We certify that we have not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.

12. We declare that:

(a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by **Director , AHPGIC , Cuttack , Odisha**;

(b) we do not have any Conflict of Interest in accordance with Clauses 21 of the RFP;

(c) 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 Clause 23 of the RFP, in respect of this Bid Process; and

(d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

13. We understand that **Director , AHPGIC , Cuttack , Odisha** may cancel the Bid Process at any time and that **Director , AHPGIC , Cuttack , Odisha** is neither bound to accept any Proposal that it may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.

14. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Eligibility Criteria and Qualification Criteria and laid down in the RFP.

15. We declare that we and our Associates are not submitting separate Proposals for the Project.

16. We declare that we are not submitting more than 1 Proposal for the Project.

17. We certify that in regard to matters other than security and integrity of the country, 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.

18. 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 state or convicted by a court of law.

19. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.

20. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform **Director , AHPGIC , Cuttack , Odisha** of the same immediately.

21. We agree and undertake to abide by all the terms and conditions of the RFP.

22. We have studied the RFP and all the information carefully. We understand that except to the extent 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 **Director , AHPGIC , Cuttack , Odisha** or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.

23. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.

24. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against **Director , AHPGIC , Cuttack , Odisha** if the Project is not awarded to us or our Proposal is not opened.

30. We have submitted all the relevant information as per the formats specified in the RFP, along with the Bid Processing Fee.

31. Our proposal will be valid for acceptance up to **180 Days** and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

32. All the information and statements made in this technical proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, we undertake that the undersigned shall negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

33. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

1.5. Tech 2: Bidder's Organization Details

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Details
1	**Name of the Bidder**	
2	**Address for communication:** Tel : Fax: Email id:	
3	**Name of the authorized person signing & submitting the bid on behalf of the Bidder:** Mobile No.: Email id:	
4	**Organization Details:** • Registration No: • Registered address: • Year of Incorporation: • Year of commencement of business: • Principal place of business: • GSTIN : • PAN:	
5	**Local office in Odisha** **If Yes, please furnish contact details**	Yes / No
6	Willing to carry out assignments as per the scope of work of the RFP	**YES**
7	Willing to accept all the terms and conditions as specified in the RFP	**YES**
8	Brief description of the Bidder [Note. Such description shall not exceed 3 (three) type-written pages.]	

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _

1.6. Tech-3: Financial Capacity of the Bidder

TECH - 3

Financial Capacity of Bidder

Financial Information in INR				
Detail	**FY 22-23**	**FY 23-24**	**FY 24-25**	**Average**
Annual Turnover (in Crore) from Comprehensive Facility Management Services				

Supporting Documents:

Audited certified financial statements for the last **Three FYs** ((Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

_____

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

NB:

No Scanned Signature will be entertained, photocopies of the availed P/L statement of each Financial Year shall have to be attached highlighting Membership No.....and UDIN No.....

1.7. Tech 4: Power of Attorney

TECH - 4

FORMAT FOR POWER OF ATTORNEY
(On Stamp Paper)

Know all men by these presents, We ..... [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ...and presently residing at ....., who is presently employed with us, 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 providing Comprehensive Facility Management Services to Director , AHPGIC , Cuttack including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to Director , AHPGIC , Cuttack representing us in all matters before Director , AHPGIC , Cuttack signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with Director , AHPGIC , Cuttack in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with Director , AHPGIC , Cuttack .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

IN WITNESS WHEREOF WE, ..., THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

1.8. Tech 5: Bidder's Past Experience

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

S. No.	Name of Project	Name of Client, with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	No. of Functional Beds in hospital	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of similar undertaken during the last 3 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Client need to be furnished along with the above information.

1.9. Tech 6: Undertaking for Non-Blacklisting

TECH - 6

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

1.10. Tech 7: Undertaking on Conflict of Interest

TECH 7

ON THE BIDDER' S LETTERHEAD

We, hereby declare that..... [insert name of Bidder] does not have any Conflict of Interest as defined in Clause 19 of the RFP.

We also acknowledge that in case of any misrepresentation in this regard, our Proposal, or the Service Agreement (if executed), shall be rejected or terminated, as the case may be, by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

1.11. Tech 8: Commitment for Proposed Equipment & Machinery

TECH -8: Commitment for Proposed Equipment & Machineries

1. List of Proposed Equipment/ machinery:

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

2. Proposed list of Consumables to be used :

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

Note:

1. The bidder shall procure Diesel / Lubricants / Oils to be used in for any kind of machinery installed at the facility like in substation, DG set and other equipment and the same shall be paid as per actuals on production of bills / consumption details etc. by the Bidder to the Client.

The details provided in this TECH-8 is for information purposes and shall neither be used to evaluate the Bidder's Proposal nor bind the Client in any manner. The Client shall constitute a committee to approve the allowable usage of consumables for the performance of the Services and such committee may consider the information provided by Bidders in this TECH-8 in relation to the equipment, materials and consumables likely to be used at the Facility. The final quantities approved by the committee constituted by the Client may be lower than the quantities mentioned by the **Selected Bidder** in this TECH-8.

Authorized Signatory [In full and initials]: _____Name

and Designation with Date and Seal: _____

1.12. Tech 9: Proposed Manpower Deployment

TECH-9: PROPOSED TECHNICAL MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE FOR THE REQUIRED SERVICE

[The bidder shall submit their proposed Technical Manpower Deployment Plan and standard operating procedure for the required services within 3 -4 pages]

Authorized Signatory [In full and initials]: _____Name

and Designation with Date and Seal: _____

1.13. Tech 10: Quality Control Mechanism

TECH – 10: QUALITY CONTROL MECHANISM

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

Authorized Signatory [In full and initials]: _____Name and Designation with Date and Seal: _____

1.14. Tech 11: Non-Collusion Certificate

TECH – 11: NON-COLLUSION CERTIFICATE (on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:
   i. Communicate to any person other than the Client or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal
   ii. Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
   iii. Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) or (ii) above.

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

3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client, Director , AHPGIC , Cuttack , Odisha on behalf of H & FW Dept. Govt. of Odisha), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated _____

Name of the Bidder_____

Signature of the designated person_____

Name of the designated person _____

Date of receipt of RFP _____

1.15. Tech 12: Description of Approach & Methodology

TECH – 12: DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

a. Key guiding principles for the study.
b. Proposed Framework.
c. Information matrix
d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

a. Detail research design including sample design and estimation procedure.
b. Field Process Protocol control
c. Suggestive tools for data collection.
d. Analysis of field data and preparation of reports
e. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation).

Authorized Signatory [In full and initials]:
Name and Designation with Date and Seal:

1.16. Tech 13: Proposed Work Plan

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Financial Proposal Submission Forms { Section - 6 }

Please refer to BOQ and submit rates as per the BOQ uploaded on the e-Procurement Portal.

Draft Contract { Section - 7 }

[To be executed on stamp paper of requisite value]

COMPREHENSIVE FACILITY MANAGEMENT SERVICES CONTRACT

BETWEEN

[●]

[CLIENT, **Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , ODISHA**
ON BEHALF OF H & FW DEPT. GOVT. OF ODISHA]

AND

[●]

[COMPREHENSIVE FACILITIES
MANAGEMENT SERVICE PROVIDER]

Date:

SERVICES AGREEMENT

This Comprehensive Facilities Management Service Agreement ("**Agreement**") is made on [●] The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , ODISHA

BETWEEN

The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , ODISHA registered under [●], with its with its registered office at [●], (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **ONE PART;**

AND

_____, registered under_____ with its principal place of business at _____ (hereinafter referred to as the "**CMFS Provider**"), (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **OTHER PART.**

The Client and the CFMS Provider may, where the context permits, be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

(a) The Client intends to engage an agency to provide comprehensive facility management services (**Services**) to the Medical Authority, at [insert location at which the Services are to be provided] (the **Facility**) for the duration of the Agreement Period.

(b) In this regard, the Client, issued a Request for Proposal vide Letter No. _____Dated_____("**RFP**") inviting interested parties to submit their technical proposals and financial proposals to the Client for undertaking the Project.

(c) Pursuant to the terms of the RFP, the Client received proposals from various bidders, including a proposal submitted by the CFMS Provider on [●].

(d) Following a process of evaluation of technical proposals and financial proposals submitted by the Bidders (including the CFMS Provider), the Client has accepted the proposal submitted by the CFMS Provider for the Project and issued the letter of award dated [●] to the CFMS Provider (the **LOA**).

(e) The CFMS Provider has accepted the LOA and has agreed to provide the Services in accordance with the terms of this Agreement.

(f) The Client and the CFMS Provider are now entering into this Agreement to record the terms and conditions on which the Services shall be provided by the CFMS Provider.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

In this Agreement, unless the context otherwise requires, the following capitalized terms, together with their respective grammatical variations and cognate expressions, shall have the meaning given to them as follows:

Affected Party has the meaning given to it in Clause 21.1.
Agreement means this Comprehensive Facility Management Services Agreement.
Agreement Period shall have the meaning ascribed to it in Clause 3.2.
Affiliate shall mean, with respect to a Party, an entity which:

(a) is, directly or indirectly, Controlled by such Party;

(b) directly or indirectly Controls such Party; or

(c) is, directly or indirectly, controlled by a company or corporation that also, directly or indirectly, Controls such Party.

AMC means annual maintenance contract.
AMC List has the meaning given to it in Clause 7.16(b).
AMC Management Fee has the meaning given to it in Clause 4.3(b).
Annual Comprehensive Facility Management Cost means the total cost quoted by the CFMS Provider in its Financial Proposal for providing the Services for each year during the Agreement Period, which includes all taxes and duties (except GST) and all other costs and expenses that may be incurred by the CFMS Provider over the life of the Project.

Applicable Law(s) or **Law** means any statute, law, bye-law, enactment, regulation, ordinance, policy, rule, clearance, approval, notification, direction, directive, guideline, authorization, order, decree, judgment, or any restriction, requirement, condition or similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority having jurisdiction over the subject matter of this Agreement, whether in effect as of the date of execution of this Agreement or thereafter, and in each case as amended from time to time.

CFMS Provider has the meaning given to it in the array of Parties.
CFMS Provider's Representative has the meaning given to it in Clause 10.2.

Change in Law means any of the following, if it occurs after the date of execution of this Agreement:

(i) the enactment, coming into effect, adoption, promulgation, notification, amendment, modification or repeal (without re-enactment or consolidation) of any Applicable Laws;

(ii) the imposition of a requirement for obtaining any Government Approvals not currently required;

(iii) a change in interpretation of any Applicable Laws by a Government Authority having the legal power to interpret or apply such Law or as finally determined by the highest judicial body; or

(iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms and conditions for obtaining such Government Approvals; or

(v) any (a) change in the rate of an existing Tax; or (b) introduction of a new Tax made applicable on the provision of the Services, but shall not include a change in any direct Taxes.

Claim shall mean any claim, proceeding, cause of action, action, suit, demand, liabilities, judgements, investigation (including by way of contribution or indemnity) at law or in equity.

Client, The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha on behalf of H & FW Dept. Govt. of Odisha **has the meaning given to it in the array of Parties.**

Client, The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha on behalf of H & FW Dept. Govt. of Odisha Indemnified Party **has the meaning given to it in Clause 13.1**

Client, The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha on behalf of H & FW Dept. Govt. of Odisha's Representative **means the person nominated by the Client, The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha on behalf of H & FW Dept. Govt. of Odisha, from time to time, as its representative in accordance with and for the purpose of performing its obligations under this Agreement, in accordance with Clause 10.**

Confidential Information shall have the meaning given to the term in Clause 28.

Contract Price shall have the meaning given to the term in Clause 4.1.

Control means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, and the term **Controlled** and **Controlling** shall be construed accordingly.

Effective Date shall have the meaning given to the term in Clause 3.1.
ESI means Employees State Insurance.
Facility shall have the meaning given to the term in Recital A.
Financial Proposal has the meaning given to it in the RFP.
Force Majeure Event shall have the meaning given to the term in Clause 23.
Good Industry Practices shall mean those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.
Government Approval shall mean any and all necessary and required authorisations, consents, grants, approvals, licenses, leases, permits, exemptions, concessions, filings, clearances, orders, publications, notices, declarations or regulations, issued by any Government Authority in connection with the performance of obligations of the respective Parties under this Agreement.
Government Authority shall mean the Government of India, any state government in India, any local authority constituted under an act of legislature, any governmental or statutory authority, government department, agency, commission, board, tribunal or court or any other entity exercising any power or function in pursuance of an act of parliament, state legislature or any rules and regulations made thereunder, authorized to make or interpret or adjudicate upon Applicable Law or having jurisdiction over any matter arising from or in connection with this Agreement, and any successor thereof.

Liquidated Damages has the meaning given to it in Clause 18.

Losses shall mean any and all losses, liabilities, damages, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrator's fees), charges and expenses or other losses or damages of whatsoever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party on account of a Claim against a Party by the other Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance, deficiency or omission to perform *any of the obligations* under this Agreement.

PBG means the unconditional, irrevocable, and on-demand performance bank guarantee to be submitted by the CFMS Provided in accordance with Clause 6.

PF means provident fund.

RFP means the request for proposal No. [●] issued by the Client dated [●] for procuring the Services.

Safety Stock List has the meaning given to it in Clause 7.18.

Services means the comprehensive facility management services to be provided by the CFMS Provider under this Agreement in accordance with the Terms of Reference, the Scope of Work, Applicable Laws and the terms of this Agreement.

Services Schedule means the schedule of activities and milestones in relation to the Services, to be provided by the CFMS Provider to the Client in accordance with Clause 9.1.

SLA means service level agreements.

Scope of Work shall mean the activities and tasks to be performed by the CFMS Provider under this Agreement to perform and complete the Services in accordance with Annexure [●], Applicable Laws and the terms of this Agreement.

Services shall mean the services to be performed and completed by the CFMS Provider under this Agreement.

Taxes shall mean any fees, taxes, levies, duties, interest, penalties, charges or other sum levied pursuant to any Applicable Law, including but not limited to all goods and service taxes, license and permits fee, entry taxes, levies, octroi, cess, import duties, imposts, deductions, charges, withholdings and duties.

Terms of Reference means the terms of reference for the comprehensive facility management services as set out in Annexure [●][1].

Any capitalized terms used, but not separately defined herein, shall have the meaning given to the term in the RFP.

[1] The Terms of Reference forming part of the RFP should be set out as an annexure to this Agreement.

2. Scope of Work:

The CFMS Provider shall engage efficient and experienced personnel to render the Services at the Facility in accordance with the scope of work as described in Nirmal ++ Guidelines and in Annexure-A (Scope of Work) and the Terms of Reference.

3. Mobilization, Effectiveness and Agreement Period

3.1 The CFMS Provider shall be required to mobilize its resources in accordance with the Scope of Work within 15 days from the date of execution of this Agreement. The date on which this mobilization period expires shall be the effective date of this Agreement ("**Effective Date**").

3.2 This Agreement shall remain valid for a period of 3 years from the Effective Date ("**Agreement Period**").

4. Contract Value

4.1 The total price payable to the CFMS Provider for the provision of the Services under this Agreement is_____ [in words], inclusive of all Taxes except GST (as may be applicable) ("**Annual Comprehensive Facility Management Cost**"). **The cumulative amount of the Annual Comprehensive Facility Management Cost to be paid to the CFMS Provider for the entire Agreement Period shall represent the Contract Price.**

4.2 The Annual Comprehensive Facility Management Cost shall be escalated by 3% in the agreement cost excluding cost towards manpower as the cost of HR will be enhanced as per the Labour & ESI wage rate from time to time.

1st Year	*No enhancement*
2nd Year	*3% enhancement in the agreement cost excluding cost towards* manpower
From 3rd year onward (if applicable)	*3% enhancement in the Previous year CFMS cost excluding cost towards* manpower

The manpower cost quoted by the selected bidder shall also increase when there are notifications issued by the Government for revisions of wages of **semiskilled, skilled and highly skilled** workers. The selected bidder shall ensure at all times that payment of wages to the manpower engaged for the CFMS work shall not be less than the prevailing minimum wages of **semiskilled, skilled and highly skilled** workers as per the government notifications issued from time to time.

4.3 AMC Charges

(a) In addition to the Annual Comprehensive Facility Management Cost the Client, shall also pay to the CFMS Provider, all costs incurred by the CFMS Provider in relation to the AMCs for branded items/equipment at the Facility in accordance with this Services Agreement, at actuals.

(a) For managing, supervising, and coordinating the AMCs for branded equipment and items (including the AMCs which have been directly entered into by the Client the Client shall also pay the CFMS Provider an additional fee equal to 1 % of the total AMC charges (**AMC Management Fees**).

4.4 Cost of Consumables

(a) An indicative list of proposed equipment and machineries with proposed list of materials / consumables to be used in providing the Comprehensive Facility Management Services is set out in Tech-8. Within [30 (thirty)] days from the date of execution of this Agreement, a one-time 'consumables consumption approval' (detailing the allowable usage of consumables based on the scope of work and SLAs) shall be given by a committee formed by the Client.

(b) Within [30 (thirty)] days from the Commencement Date, the final quantities of equipments / machineries along with consumables consumption approval (detailing the allowable usage of consumables based on the scope of work and service level agreements) shall be given by a committee formed by the Client

(c) This committee shall also consult the CFMS Provider prior to issuing such an approval.

(d) A separate 'Rate Approval' committee shall also be set up by the Client to finalize the rates of consumables only to be used by the CFMS Provider based on market price discovery. This committee shall approve / revise the rates of consumables bi-annually.

(e) The client will pay the consumable consumption. No extra payment shall be given towards hire charges of equipment / machineries engaged for CFMS purpose.

(f) The CFMS Provider shall be required to raise bills for the consumables as per the consumption and rates fixed by the above committees on a monthly basis. The quantities of the consumables for which the CFMS Provider will be reimbursed will not exceed the quantity approved by the Client's committee. Further, the cost of such consumables as set out in any bills raised by the CFMS Provider shall be calculated based on the **rates approved by the committee.**

(g) The first lowest bidder required to supply the equipment/ machinery to be used for CFMS Services as finalized by the committee.

Any consumables which are not identified initially, but are required at a later stage, may be added in the same manner, and on the same terms, as described above.

5. Terms of Payment

5.1 The Client will make payments to the CFMS Provider on the basis of monthly invoices to be furnished by the CFMS Provider. Each monthly bill should, at the minimum, set out the following details:

(i) a brief description of the Services rendered;

(ii) costs towards any AMCs entered into by the CFMS Provider on behalf of the Client and the applicable AMC Management Fees;

(iii) costs towards the Annual Comprehensive Facility Management Costs for personnel and labour actually deployed;

(iv) subject to Clause 4.4(c), the costs towards consumables procured and/or utilized;

(v) any other costs incurred by the CFMS Provider for which the Client is liable under this Agreement; and

(vi) receipts of PF and ESI deposits made by the CFMS Provider for the employees deployed at the Facility for the preceding month.

5.2 For each monthly invoice submitted by the CFMS Provider, Medical Authority shall, within 7 days from the date of receipt of such invoice, either:

(a) approve the invoice and submit to the The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha for payment to the CFMS Provider; or

(b) issue a notice to the CFMS Provider disputing the invoice and directing the CFMS Provider to issue a revised invoice. If **Medical Authority** disputes only a part of the invoice, then it shall certify the undisputed portion of the invoice for release of such undisputed amounts to the CFMS Provider. The CFMS Provider shall issue a revised invoice after rectifying the errors or discrepancies identified by **Medical Authority** and this process will be repeated until **Medical Authority** approves an invoice.

5.3 Within 7 days from the date on which Medical Authority has approved an invoice under Clause 5(b) above, the The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha shall pay the amounts due under such invoice to the CFMS Provider by way of a direct bank transfer to the following bank account of the CFMS Provider:

5.4 Any payments to be made to the CFMS Provider under this Agreement shall be subject to deduction of any amounts due from the CFMS Provider to Medical Authority, including any Liquidated Damages due and payable.

6. Performance Bank Guarantee { Section - 8 }

6.1 The CFMS Provider shall have, prior to entering into this Agreement, submitted to the (R&B) Division an unconditional, irrevocable, and on-demand Performance Bank Guarantee (**PBG**) amounting to 5% of the Annual Comprehensive Facility Management Cost. The PBG shall be provided to secure the CFMS Provider's obligations under this Agreement. This bank guarantee shall be issued by a Scheduled Bank situated in Bhubaneswar and shall be substantially in the format included in Annexure [●]. The CFMS Provider shall ensure that the PBG is valid and enforceable until the expiry of 3 months from the end of the Agreement Period.

6.2 The PBG will be released to the CFMS Provider immediately after the expiry of 3 months from the end of the Agreement Period provided there is no existing breach of the Agreement on the part of the CFMS Provider and subject to Medical Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.

6.3 Should the Agreement Period be extended, the CFMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha before the expiry date of the PBG originally furnished.

6.4 If the PBG is scheduled to expire before the validity period set out in Clause 6.1 above, then the CFMS Provider shall arrange for an extension of the PBG at least [30] days prior to such expiration. If the CFMS Provider fails to procure such extension or replacement, the concerned (R&B) Division shall be entitled to drawdown the total amount available under such PBG and retain such amount as cash security until such time that the CFMS Provider submits an extension or replacement of the PBG.

6.5 Notwithstanding anything contained in this Agreement, The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha with prior permission from competent authority shall be entitled to invoke the PBG to recover any payments due from the CFMS Provider to Medical Authority under this Agreement.

7. CFMS Provider's Obligations

7.1 The CFMS Provider shall comply with all Applicable Laws and all rules and regulations of relevant Government Authorities having control or jurisdiction over the Facility while providing the Services. The CFMS Provider represents that it is fully aware of, and shall comply with, all Applicable Laws which must be complied with while performing the Services, including all Applicable Laws dealing with the treatment

and disposal of hazardous and bio-medical waste. The CFMS Provider shall, without any additional cost to the Client furnish to the Client, promptly upon request, such information regarding itself and its personnel as the Client, may require to furnish to any relevant Government Authority. The Client shall notify the CFMS Provider in writing of any relevant local customs to be adhered to by the CFMS Provider, and the CFMS Provider shall, after such notification, respect such customs.

7.2 The CFMS Provider agrees to co-operate with all Client's personnel and contractors (as well as any personnel of any Government Authority), as have been, or may be engaged by the Client to perform other works at or adjacent to the Facility. In this regard, the CFMS Provider shall, if required, share any service areas with other contractors, occupants, operators or public authorities associated with the Client.

7.3 The CFMS Provider shall be responsible for performing all the obligations assigned to it under the RFP, this Agreement, the Terms of Reference, and the Scope of Work in accordance with the terms set out herein. The CFMS Provider shall ensure that its employees and personnel deployed at the Facility shall adhere to the highest moral standards, consistent with the Client's policies, rules and regulations and shall be physically healthy and capable to carry out the Services to the satisfaction of the Client. The CFMS Provider shall also provide facilities and services for any other contractors engaged at the Facility as described in more details in Schedule [●].

7.4 The CFMS Provider shall provide qualified, uniformed staff and personnel **(such uniforms shall have been approved by Medical Authority)** and shall be distinguished from the uniform prescribed for other categories of hospital staff employed at the Facility) to perform the Services. Each employee and staff member shall be provided with two (2) sets of uniforms. Such staff and personnel shall carry badges for identification and shall display such identification proof on their person in the course of duty. All staff, employees and personnel appointed by the CFMS Provider who are in managerial/ supervisory positions shall be equipped with mobile phones by the CFMS Provider.

7.5 The CFMS Provider agrees and acknowledges that any information received from the Client pursuant to this Agreement shall not in any way relieve the CFMS Provider from its responsibility for providing the Services in accordance with the terms of this Agreement. **The CFMS Provider shall also perform any incidental work which may not have been specifically mentioned in the Scope of Work, the Terms of Reference, or this Agreement but is necessary for ensuring that the Services are performed to the satisfaction of the Client.**

7.6 The CFMS Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with Good Industry Practice and shall employ appropriate technology and safe and effective equipment, machinery, materials and methods. The CFMS Provider shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

7.7 The CFMS Provider shall minimize any inconvenience or disturbance caused to the users/occupants of the Facility due to provision of the Services and shall ensure that its staff and personnel are courteous and polite at all times with the users/occupants of the Facility.

7.8 The CFMS Provider shall undertake pest control activities and shall ensure that that the Facility premises are free of all animals (quadrupeds), and other pests such as insects (wasps, bees, flies), bats, pigeons, etc.

7.9. The CFMS Provider and/or its employees, staff and personnel shall lodge a complaint regarding any stolen, missing or defective material, machinery or equipment at the Facility with Medical Authority's Representative, failing which, the CFMS Provider shall have the responsibility to repair or replace such material, machinery or equipment.

7.10 The CFMS Provider shall ensure that all waste from the Facility is categorized and disposed off in accordance with Applicable Laws, including all laws dealing with hazardous and bio-medical waste, and the terms of this Agreement. Wet, dry and bio-medical waste shall be categorized and disposed separately, in a designated waste disposal area.

7.11 **Materials, Machinery and Equipment**

(a) The CFMS Provider shall arrange and supply, at its own cost, all material, machinery, equipment, plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings, and temporary works, required for the proper and effective execution of the Services in accordance with the RFP, the Scope of Works, Applicable Laws and this Agreement.

(b) The CFMS Provider shall also be responsible for arranging transportation of any materials, machinery and equipment to and from the Facility while performing the Services. The CFMS Provider shall bear all costs associated with the transportation, loading, unloading, stacking, storage, safekeeping against the damage due to sun, rain, dampness, fire, theft etc., of all machinery, materials and equipment required for the provision of the Services.

(c) All the material, machinery and equipment brought to the Facility shall be duly accounted for by the CFMS Provider and shall be insured against any loss due to any reason whatsoever. The CFMS Provider shall submit proof regarding such insurances to Medical Authority's Representative as and when requested to do so. Medical Authority may ask for the complete record of materials procured by the CFMS Provider at any time, if needed.

(d) All the material, machinery and equipment brought to the Facility by the CFMS Provider shall be strictly as per the specifications set out in the RFP and the Scope of Work, or any other specifications as may be approved in writing by the Client,.

(e) The CFMS Provider shall store all material, machinery and equipment brought onto the Facility in accordance with Good Industry Practice. The CFMS Provider shall remove any damaged material from the Facility within 7 days from the date on which Medical Authority's Representative (or any engineers in charge appointed by the Client,) orders such removal.

7.12 **Labour and Personnel**

(a) The CFMS Provider shall be responsible for the engagement of all staff and labour, local or otherwise, as may be required for the provision of the Services in accordance with the terms of this Agreement and the Scope of Work. The CFMS Provider shall be responsible for payment of all ages, housing, feeding and transport of all staff and labour engaged under this Agreement.

(b) The CFMS Provider shall, if required by Medical Authority, deliver to Medical Authority reports, in such form and at such intervals as Medical Authority may prescribe, detailing the staff and labour employed at the Facility.

(c) The CFMS Provider shall undertake appropriate diligence and background verification (including police verification, where necessary) of all staff and personnel deployed at the Facility. The CFMS Provider shall be solely responsible for the acts and omissions of its employees, staff members, and personnel at the Facility. In the event that any employee or member of the staff or personnel is, in the sole discretion of the Client, not performing duties as specified in this Agreement or engages in any misbehaviour, such person(s) shall be replaced immediately.

7.13 **Service Level Agreement (SLA)**

(a) The CFMS Provider shall ensure that the Services provided under this Agreement meet the relevant Service Level Agreements (**SLA**) set out in Annexure 4 of this Agreement.

(b) If the Services provided fail to meet any of the SLAs set out in Annexure 4 of this Agreement, then the CFMS Provider shall be liable to pay liquidated damages to the Client, in accordance with Clause 17 of this Agreement.

7.14 **Conflict of Interest**

The CFMS Provider shall hold Medical Authority's interest paramount when performing the Services, without any consideration for future works, and shall strictly avoid conflict with other assignments or its own corporate interests. The CFMS Provider shall also comply with the following:

a. CFMS Provider not to benefit from commissions, discounts, etc.

(i) The payments contemplated to be made to the CFMS Provider pursuant to Clause 4 of this Agreement, shall constitute the only payments due to the CFMS Provider in connection with this Agreement and, the CFMS Provider, or its employees, staff and personnel deployed at

the Facility, shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder.

(ii) Furthermore, the CFMS Provider shall comply with the Client's applicable procurement guidelines for procurement of goods, works or services (available on www.odisha,gov.in) pursuant to this Agreement.

b. CFMS Provider's Affiliates not to be otherwise interested in the Project

The CFMS Provider agrees and acknowledges that, during the Agreement Period, the CFMS Provider's Affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Services to be provided by the CFMS Provider under this Agreement.

c. Prohibition of conflicting activities

The CFMS Provider, or its employees, staff and personnel deployed at the Facility, shall not engage, either directly or indirectly, in any business or other activities which would result in a conflict with the activities assigned to it under this Agreement.

7.15 **Safety**

(a) The CFMS Provider shall be responsible for maintaining the safety of all structures on and persons at the Facility.

(b) In respect of all labour directly or indirectly employed in the performance of the Services, the CFMS shall, at its own expense, arrange for all safety provisions and facilities as per Director , AHPGIC , Cuttack on behalf of H & FW Dept. Govt. of Odisha's safety code framed from time to time.

7.16 Coordination

(a) The CFMS Provider shall also be responsible for co-ordination and management of delivery of services from AMC service providers, suppliers, other contractors, third party delivery agents, including ensuring safety compliance by such vendors, suppliers, contractors and agents. The CFMS Provider is required to monitor the delivery of service by such entities and shall provide Medical Authority with a report in case of non-compliance with any requirements immediately.

(b) Within [30 (thirty)] days from the date of execution of this Agreement, the designated nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require an AMC (AMC List). Medical Authority's decision with respect to the contents of the AMC List shall be final and binding. The AMC List will also specify the equipment for which there are existing AMCs executed by Medical Authority.

(c) The CFMS Provider shall engage AMC service providers for the equipment and machinery for which there is no subsisting AMC, on terms and conditions beneficial to Medical Authority, and in no event less favourable than market standard AMCs for the relevant equipment/machinery. Prior to entering into any AMC, draft copies each AMC (or renewals) shall be submitted to Medical Authority by the CFMS Provider for its approval.

(d) The CFMS Provider shall ensure that the AMCs shall be terminable at the sole discretion Medical Authority at the CFMS Provider's cost and risk.

(e) The CFMS Provider shall coordinate with and supervise the AMC service providers (including AMC service providers directly engaged by Medical Authority) that the periodic maintenance services covered under each AMC as well as any emergency maintenance services in case of a breakdown of any equipment or machinery are duly performed and shall provide Medical Authority with a report in case of non-compliance with any requirements immediately.

(f) The CFMS Provider shall maintain a record of: (i) all parts, equipment or machinery which are replaced by AMC service providers; and (ii) all payments made and due to the AMC service providers and shall make such records available to Medical Authority at all times upon request.

(g) During the Agreement Period, AMCs for any 'branded items' not identified initially in the AMC List, and which may be required later, may be entered into in the same manner, and on the same terms, as described in this Clause 7.16.

(h) If there is a breakdown of any equipment for which there is an AMC but the cost of repair or replacement of the equipment in case of such breakdown is not covered under the AMC price/cost, then the CFMS Provider shall submit the following options to the officer-in-charge for its approval:

(i) the cost of repairing/replacing the equipment through the AMC service provider; and
(ii) the cost of repairing/replacing the equipment through a third party.

Based on the option approved by the officer-in-charge, the CFMS Provider shall liaise with the relevant AMC service provider/third party to repair or replace the defective equipment at the earliest. The approved cost of such repair or replacement will be reimbursed to the CFMS Provider at actuals. In complying with its obligations under this clause, the CFMS Provider shall ensure that the downtime of the defective equipment is minimized, and that the equipment is restored to working condition within the shortest possible timeframe.

7.17 Additional Personnel

(h) Medical Authority may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel at the Facility (over and above the minimum number of staff and personnel specified in Annexure 5 and the CFMS Provider shall, pursuant to receiving such instructions from Medical Authority, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

(i) If the CFMS Provider, in its discretion, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of Medical Authority. Payments for such additional staff and personnel approved by Medical Authority shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

(j) The CFMS Provider can deploy any services/ manpower in future with due approval of Government in H & FW Dept., Odisha

7.18 Safety Stock List

Within [30 (thirty)] days from the date of execution of this Agreement, the **officer in charge** appointed by the Client, along with the CFMS Provider shall prepare a safety stock list (**Safety Stock List**) detailing the monthly stock of items, spares, components etc. to be kept at the Facility for maintenance of the Facility (including electrical systems, horticultural services, sanitation and hygiene services or first aid services etc. The Safety Stock List shall be updated on a monthly basis by the CFMS Provider to reflect the actual usage of such spares, components and items in order to prevent unnecessary accumulation of such spares, components and items at the Facility. The updated Safety Stock List shall be submitted by the CFMS Provider to the officer-in-charge.

8. Obligations Medical Authority

8.1 Assistance and exemptions

Medical Authority shall provide reasonable assistance to the CFMS Provider in obtaining any necessary Government Approvals, as may be required under Applicable Laws for providing the Services as per the Scope of Work.

8.2 Access to Facility

Medical Authority warrants that CFMS Provider shall have, free of charge, reasonable access to the Facility as may be required for the performance of the Services.

8.3 Change in Law

(a) If, after the Proposal Due Date, there is any Change in Law, which increases or decreases the cost incurred by the CFMS Provider in performing the Services, on account of a change in the rate of existing Taxes, or on account of the introduction of any new Taxes or repeal of any existing Taxes, then the Annual Comprehensive Facility Management Cost otherwise payable to the CFMS Provider under this Agreement shall be increased or decreased accordingly through mutual agreement between the Parties.

(b) If, after the Proposal Due Date, there is a Change in Law which increases the minimum wages or statutory wages payable to workers and labour deployed by the CFMS Provider, the resultant increase in costs, including the basic differential cost of minimum wages for unskilled, semi-skilled and high skilled labour together with ancillary cost implications on aspects such as increased PF or ESI, will be to Medical Authority 's account and shall be paid over and above the Annual Comprehensive Facility Management Cost payable to the CFMS Provider.

(c) The CFMS Provider shall be required to give prompt notice to Medical Authority of any Change in Law by providing evidence of such change and its impact on the Annual Comprehensive Facility Management Cost, which shall in no event be later than 7 days from the date of such Change in Law.

(d) The CFMS Provider shall, upon the occurrence of any Change in Law impacting its obligations under this Agreement, act in good faith at all times so as to minimise the impact of such Change in Law.

8.4 Services, facilities and property Medical Authority

Medical Authority shall make available to the CFMS Provider, for the purpose of the Services and free of any charge, the facilities, items and property described in the Scope of Work.

8.5 Office Space

Medical Authority will provide office space to the CFMS Provider. However, any furniture, hardware and software infrastructure that may be required to operationalize such office space shall be arranged by the CFMS Provider.

8.6 Basic Utilities

Basic utilities like water, power supply and [internet facilities] will be provided by Medical Authority to CFMS Provider for performance of the Services. However, any infrastructure required by the CFMS Provider for use of the water and power supply or internet facilities shall be the responsibility of the CFMS Provider.

8.7 Statutory and regulatory compliances

Procurement or renewal of Government Approvals related to Client's assets shall be the responsibility of the Client. If required by the Client, the CFMS Provider shall provide reasonable assistance or advice in relation to such procurement or renewals.

9. Services Schedule:

9.1 Within 7 days from the date of execution of this Agreement, the CFMS Provider shall prepare and submit to the **Medical Authority** a schedule according to which those aspects of the Services which can be planned/scheduled are to be performed (**Services Schedule**). The Services Schedule shall also include the annual maintenance schedule of all equipment, machinery and systems (such as lifts, electrical works, power backup systems and water tanks). The Services Schedule shall be prepared in a manner so as to be consistent with the requirements set out in the RFP, the Scope of Work and this Agreement. If the **Medical Authority**, has any comments on the Services Schedule, such comments shall be provided to the CFMS Provider not later than 7 days from the date on which the Services Schedule is submitted by the CFMS Provider. The CFMS Provider shall incorporate the **Medical Authority's** comments on the Services Schedule and shall, thereafter, submit a revised Services Schedule to the **Medical Authority.**

9.2 During the execution of the Services, the CFMS Provider shall also submit a revised Services Schedule which accurately reflects the actual progress of the Services, whenever the Services Schedule ceases to reflect actual progress or is otherwise inconsistent with the CFMS Provider's obligations under this Agreement.

9.3 The CFMS Provider shall deploy such number of personnel for carrying out the Services as described in **Annexure-5.**

10. Authorized Representatives:

10.1 The **Medical Authority** shall notify the CFMS Provider of the name, position and contact details of the Medical Authority 's representative on or prior to the Effective Date. All instructions given to the CFMS Provider by the Medical Authority's Representative shall be considered as part of the Services.

10.2 The CFMS Provider shall notify the **Medical Authority** of the name, position and contact details of the CFMS Provider's representative (**CFMS Provider's Representative**) on or prior to the Effective Date. The CFMS Provider's Representative should have the authority to commit the CFMS Provider in all matters under the Agreement and shall be responsible for issuing to and receiving from the **Medical Authority** all notices, information, instructions, certificates and decisions.

10.3 Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by their respective representatives identified pursuant to this Clause 10.

10.4 The CFMS Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by the Client's Representative.

11. Risk & Responsibility:

11.1 The CFMS Provider shall, without limiting its obligations and responsibilities under this Agreement, obtain and maintain adequate insurance for its employees and personnel deployed at the Facility against any and all liabilities that may arise on account of the death or personal injury due to any accidents in the course of performing the Services. The **Medical Authority** will neither be responsible nor be held liable for any such death, personal injury or accident to the employees and/or any other personnel deployed by the CFMS Provider. In the event that the **Medical Authority** is made liable to pay any damage or compensation in respect of death, personal injury or accident to any employees or personnel deployed by the CFMS Provider, the CFMS Provider shall indemnify the Client for and against any Claims or Losses in this regard.

11.2 The CFMS Provider shall conduct periodic general medical check-up of its employees, staff and personnel deployed at the Facility at its own cost and shall provide copies of medical certificates for each employee and staff member engaged at the Facility to the **Medical Authority** once every six (6) months from the Effective Date of this Agreement certifying that: (i) such employee/ staff member is free from any contagious disease; and (ii) such employee/ staff member is medically fit to discharge the duties assigned to them. In the event of any employee or member of the staff or personnel is found to be suffering from any communicable disease, such person(s) shall be replaced immediately.

11.3 The CFMS Provider's Representative shall be present at the Facility during working hours to ensure satisfactory performance of the Services under this Agreement. The CFMS Provider's Representative shall further exercise due and adequate control over all personnel deployed at the Facility and shall ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

11.4 The CFMS Provider shall ensure that its employees, staff and personnel observe all required standards of cleanliness, decency and decorum, safety and general discipline while carrying out their obligations under this Agreement and follow such other instructions or guidelines as may be issued by the Medical Authority's Representative.

11.5 It shall be the duty of the CFMS Provider to ensure that critical tasks are carried out by such employees or personnel that are professionally and technically competent enough to perform such particular tasks. All personnel appointed by the CFMS Provider as supervisors, sanitary attendants and hospital attendants deployed by CFMS Provider shall have minimum educational qualifications as set out in Schedule [●] and should be able to read and write in English.

11.6 The CFMS Provider should install a Biometric system with computer assisted information capturing modalities as well as carry out manual entries in relation to the attendance of its employees, staff and personnel deployed at the Facility. The CFMS Provider shall also ensure that any reports generated by the biometric system will be made available for verification by the Medical Authority's Representative from time to time.

12. Compliance with Applicable Laws:

12.1 The CFMS Provider shall ensure compliance with all Applicable Laws when performing the Services under this Agreement.

12.2 The CFMS Provider shall be responsible for compliance with and coverage of its employees under all labour related Applicable Laws and schemes, such as Employees State Insurance Scheme (ESI), Provident Fund(PF), Workmen's Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc., including any labour codes and rules which may replace these statutes or schemes. The CFMS Provider shall maintain proper records and documents of all statutory compliances in this regard and shall produce them to the **Medical Authority's** Representative as and when required.

12.3 The CFMS Provider shall obtain all requisite Government Approvals, including all relevant labour registrations, and environmental registrations required to render the Services and shall furnish copies thereof to the **Medical Authority's** Representative as and when requested to do so.

12.4 The CFMS Provider shall be solely responsible for the payments of all wages and other statutory payments/legal dues to its employees, staff and other personnel deployed at the Facility under this Agreement. The payment of the Contract Price in accordance with Clause-4 of this Agreement shall be released by The Director , Acharya Harihar Post Graduate Institute of Cancer , Cuttack , Odisha only upon the CFMS Provider producing online PF & ESI deposit receipts for the preceding month.

12.5 The CFMS Provider shall provide first aid facilities at the Facility in accordance with Applicable Laws.

12.6 The CFMS Provider shall indemnify and hold harmless the **Medical Authority** its directors, employees, officers, advisers, representatives, personnel and Affiliates from and against all Claims and/or all losses incurred or suffered, including for Claims made by a third party, which arise in connection with the CFMS

Provider's failure to comply with any labour related Applicable Laws. The **Medical Authority** may set-off any amounts due from the CFMS Provider pursuant to any indemnity claim under this Agreement against the payments due to the CFMS Provider under this Agreement

12.7 The employees, staff and personnel of the CFMS Provider shall in no case be treated as the employees of the **concerned Medical Authority**. Further, **Medical Authority** is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the employees, staff and personnel of the CFMS Provider.

13. **Indemnity:**

13.1 The CFMS Provider shall indemnify and hold harmless the **Medical Authority**, its directors, employees, officers, advisers, representatives, personnel and Affiliates from and against all Claims and Losses, incurred or suffered **by Medical Authority** Indemnified Party, including for Claims made by a third party, which arise in connection with:

(e) any failure to pay Taxes as per Applicable Law;

(f) any non-compliance or violation of Applicable Law;

(g) breach of the CFMS Provider's representations and warranties contained in this Agreement;

(h) bodily injury, sickness, or death of any person whatsoever;

(i) loss of or physical damage to any property;

(j) any criminal, fraudulent or other wrongful act or omission by the CFMS Provider, its employees, staff and personnel deployed at the Facility; or

(k) any negligence or misconduct by the CFMS Provider, its employees, staff and personnel deployed at the Facility.

14. Limitation of Liability:

14.1 Without prejudice to any other terms and conditions as agreed between the Parties on the liability of the CFMS Provider, the aggregate liability of the CFMS Provider under this Agreement, shall not exceed the Contract Price.

14.2 The CFMS Provider agrees that the cap on the limitation of liability as set out in Clause 14.1 above shall not be applicable and its total liability to the Client shall be unlimited in respect of:

(l) any Claim and/or Loss suffered and/or incurred by the **Medical Authority** on account of any harm, sickness, death or grievous bodily injury to the personnel of the **Medical Authority** or any third person, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;

(m) any Claim and/or Loss suffered and/or incurred by the **Medical Authority** on account of any damage to and/or destruction of the property of the **Medical Authority** and/or any third party, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;

(n) any Claim and/or Loss suffered and/or incurred by the **Medical Authority** due to any fraud, misconduct or negligence of the CFMS Provider, or their failure to comply with Good Industry Practice;

(o) any Claim and/or Loss suffered and/or incurred by the **Medical Authority** due to breach of Applicable Laws or terms and conditions of Government Approvals; and

(p) any amounts spent by the CFMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.

14.3 The CFMS Provider agrees and acknowledges that under no circumstances whatsoever shall the liability of the **Medical Authority** towards the CFMS Provider exceed the Contract Price agreed under this Agreement.

15. Sub-Contracting:

Subject to clause 7.11, the CFMS Provider shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party. Provided that, subject to Clause 7.11, if the CFMS Provider is required to subcontract any part of the Services in certain exceptional circumstances, it may only do so with the prior written permission of the **Medical Authority**. The CFMS Provider acknowledges that the grant of any permission by the **Medical Authority** under this Clause 15 shall be at the **Medical Authority** 's sole discretion depending on the circumstances prevalent at the time and shall not in any manner relieve the CFMS Provider of its obligations under this Agreement. The CFMS Provider shall continue to remain liable for all acts and omissions of its subcontractor(s).

16. Loss/ Theft / Damage:

The CFMS Provider shall be responsible for any theft, nuisance or damage to any area, equipment, installations, fittings and fixtures, goods, roads, footpaths, conduits, and other works at the Facility, or any adjoining properties because of any act of negligence, commission or omission of its employees, staff and personnel while discharging their duties under this Agreement. The CFMS Provider shall make good any Losses incurred by the **Medical Authority** on account of any such theft, nuisance or damage so caused.

17. Insurance

17.1 The CFMS Provider shall procure and provide, in the joint names of the **Medical Authority** and the CFMS Provider, insurance cover from the Effective Date to the end of the Term, in the amounts and deductibles stated in Schedule [●] for the following events:

(i) loss of or damage to the Facility;

(ii) loss of or damage to the equipment, machinery and materials brought onto the Facility;

(iii) Personal injury or death of any person on or about the Facility.

17.2 The CFMS Provider shall provide copies of the relevant insurance policies and certificates to the **Medical Authority** for its approval at least 7 days prior to the Effective Date. If the CFMS Provider fails to obtain the requisite insurances in accordance with this Clause 17 or fails to provide the **Medical Authority** with copies and certificates of such insurance policies, the **Medical Authority** may take and maintain in effect any such insurances and may from time to time deduct any premium that the **Medical Authority** shall have paid to the insurer from any amount due to the CFMS Provider under this Agreement or may otherwise recover such amount as a debt due from the CFMS Provider.

a. The insurances taken by the CFMS Provider under this Agreement shall in no way affect, nor are they intended as a limitation of, the CFMS Provider's liability with respect to the performance of the Services.

b. Any and all deductibles and all losses or damages in excess of the insured limits (unless expressly provided otherwise herein) in the insurance policies required by this clause shall be assumed by, and be to the account of the CFMS Provider, unless otherwise expressly stated in this Agreement.

c. Any amendments to the terms of any insurance policy shall not be made without the approval of the Client.

d. With respect to insurance claims, the CFMS Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Medical Authority.

17.3 The insurance proceeds from the insurances taken by the CFMS Provider shall be promptly applied by the CFMS Provider towards repair, renovation, restoration or re-instatement, as the case may be, of the item which has been damaged or suffered a loss, if any, or applied towards reimbursement of the money already spent by the CFMS Provider towards repair, renovation, restoration or re-instatement of the item which has been damaged or suffered a loss.

18. Liquidated Damages

(a) If the Services provided by the CFMS Provider under this Agreement fail to meet any of the SLAs set out in Annexure 4 of this Agreement, then the CFMS Provider shall pay liquidated damages ("**Liquidated Damages**") to the Client, **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha to be calculated in accordance with Annexure 4. The total amount of Liquidated Damages payable in a year under this Agreement shall not exceed 10% of the Annual Comprehensive Facility Management Cost.

(b) The Liquidated Damages may be recovered by either invoking the PBG or by setting-off such amounts from any payments due to the CFMS Provider under this Agreement.

(c) The Parties acknowledge that the Liquidated Damages prescribed under this Agreement are a genuine pre-estimate of and reasonable compensation for the Loss and damage that shall be suffered by the **Medical Authority** due to a failure by the CFMS Provider to meet the SLAs set out in this Agreement and are not in the nature of a penalty.

(d) The payment of the Liquidated Damages pursuant to this Clause 17 does not in any way relieve the CFMS Provider from any of its obligations to perform the Services, or from any other obligations and liabilities of the CFMS Provider under this Agreement.

(e) If, at any point in time during the Agreement Period, the CFMS Provider breaches any SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of such SLA shall be escalated by 10%. By way of an illustration:

(i) A breach of the SLA pertaining to routine housekeeping carries Liquidated Damages of INR 500 per day. If the CFMS Provider breaches this SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of this SLA will be increased to INR 550 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.

(ii) If the same SLA (i.e., pertaining to routine housekeeping) is breached another 3 times within a consecutive period of 30 days, then the rate of Liquidated Damages payable will be further enhanced by 10%, i.e., to INR 605 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.

19. Exclusion of Consequential Loss:

Except as otherwise provided in this Agreement, the Parties will not be liable to each other for any indirect or consequential Losses that may arise out of the performance of this Agreement.

20. Suspension

If the **Medical Authority or Medical Authority's representatives** notifies the CFMS Provider of any non-compliance with the terms of this Agreement, the CFMS Provider shall immediately, if so directed, or in any event not more than 1 day after receipt of such notice, make adequate efforts to correct such non-compliance.

If the CFMS Provider fails to do so, the **Medical Authority** may suspend all or any part of the Services. When the CFMS Provider has undertaken satisfactory corrective action in line with this Agreement, the Medical Authority shall lift the suspension of the Services. The CFMS Provider shall not claim any extension of time to complete the Services or additional fees due to any such work suspension.

21. Transition of Services

21.1 Transition of Services

(q) Upon the expiry of the Agreement Period, or the early termination of this Agreement, the performance of the Services will be taken over by a replacement service provider to be appointed by the **Medical Authority.**

(r) The CFMS Provider shall facilitate the seamless transfer of the Services to the replacement service provider appointed by the **Medical Authority** by:

(i) liaising with the replacement service provider appointed by the **Medical Authority** and providing reasonable assistance and advice regarding the Services and their transfer to the replacement service provider;

(ii) making available to the replacement service provider all records maintained by the CFMS Provider for the Services provided;

(iii) providing copies of all subsisting AMCs to the replacement service provider and assisting the replacement service provider with liaising with the AMC service provider to ensure uninterrupted performance of the AMC contracts;

(iv) participating in any briefing/handover meetings with the replacement service provider organized by the **Medical Authority**, in which the CFMS Provider will give the replacement service provider a detailed update regarding condition of all equipment, installation and facilities covered within the scope of the Services, status of completion of annual maintenance and other periodic services such as pest control and fumigation of premises, replacement schedule for major equipment and systems and all other information and operational data which the **Medical Authority** or the replacement service provider considers relevant.

(v) providing access to any replacement service provider appointed by the **Medical Authority**, to inspect the Facility and responding to queries and clarifications, if any, sought by such replacement service provider prior to transfer of the Services to such service provider; and

(vi) providing an inventory of all unused materials, spares, chemicals, cleaning agents and consumables procured by the CFMS Provider for the Facility, which shall be made available to the replacement service provider to perform the Services.

21.2 The Parties agree that this Clause 21 shall survive early termination or expiry of the Agreement.

22. Termination

22.1 Termination by the Client.

The Client shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the CFMS Provider, provided that such event of default has not occurred due to a Force Majeure Event or Client, default:

a. (i) the CFMS Provider stops work for 30 days when no stoppage of work is shown on the Services Schedule and the stoppage has not been certified by the Client's Representative;

(ii) the CFMS Provider is admitted into a corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;

(iii) the CFMS Provider has entered into liquidation or similar state;

(iv) if any order is made for the compulsory winding up or dissolution of the CFMS Provider;

(v) if the CFMS Provider becomes unable to pay its debts;

(vi) if a receiver or administrator is appointed in respect of the CFMS Provider, its business and assets; or

(vii) if any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the CFMS Provider's ability to fulfil its obligations under this Agreement is being undertaken.

b. The CFMS Provider fails to provide and/or maintain the PBG in accordance with this Agreement;

c. If the CFMS Provider has, in the judgment of the Client engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 7.9 of this Agreement.

d. If the CFMS Provider fails to rectify, or replace any defective equipment, installations, machinery or other facilities or continues the execution of the Services in an inefficient, improper, un-workman like manner, which is contrary to Good Industry Practice or the SLAs;

e. If the CFMS Provider is in material breach of any of its obligations under this Agreement;

f. If the cap on Liquidated Damages set out in Clause 18 has been breached; or

g. If the CFMS Provider is in breach of any of its representations and warranties under this Agreement.

Upon the occurrence of any of the events of default mentioned above (with the exception of the event of default specified in Clause 22.1(b) above), the Client may issue a notice of termination to the CFMS Provider providing the CFMS Provider with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the Client. However, if the CFMS Provider fails to cure the default within the cure period provided, the Agreement shall stand terminated at the end of the 60 day period commencing from the date of the notice. Upon the occurrence of the event of default mentioned in Clause 22.1(b) above, the Client shall have a right to terminate this Agreement immediately, without providing any additional cure period.

22.2 Termination by the CFMS Provider

The CFMS Provider shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the Client provided that such event of default has not occurred due to a Force Majeure Event or CFMS Provider default:

(a) The Client instructs the CFMS Provider to suspend the provision of the Services in accordance with Clause20 above and such instruction is not withdrawn within 30 days from the date on which the non-compliance, pursuant to which the suspension notice was issued, has been rectified by the CFMS Provider;

(b) Any payment certified by the **Medical Authority/ Medical Authority's Representative** is not paid by the **Director , AHPGIC** , Cuttack , Odisha to the CFMS Provider within 60 days of the date of certification by the Medical Authority/ Medical Authority's Representative.

Upon the occurrence of any of the events of default mentioned above, the CFMS Provider may issue a notice of termination to the Client providing the Client with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the CFMS Provider. However, if the Client fails to cure the default within the cure period provided, the Agreement shall stand terminated at the end of the 60 day period commencing from the date of the notice.

22.3 Consequences of Termination

a. Upon termination of this Agreement for either Party's default, the CFMS Provider shall cease the provision of Services immediately, hand over all the assets of the Medical Authority under its control (including any documents, reports, records and data, plant, machinery, equipment, spare parts, chemicals, consumables, and other materials procured for provision of the Services) and remove from the eave the Facility all employees, staff and personnel.

b. Upon termination of this Agreement for either Party's default, the CFMS Provider shall provide transitional support in accordance with Clause 21.

c. The Medical Authority shall be at liberty to get the balance Services executed through any third- party service provider and the CFMS Provider shall have no Claim against the Medical Authority in this regard.

22.4 Payment upon Termination

a. If the Agreement is terminated due to an event of default by the CFMS Provider, the CFMS Provider's Representative shall issue a certificate for the value of the Services performed as on the date of termination, less:

(i) any sums due from the CFMS Provider to the Client; and

(ii) any Taxes due to be deducted at source as per Applicable Laws

If the total amount due to the Client exceeds the amounts due to the CFMS Provider, the difference shall be recoverable from the CFMS Provider. If the total amount due to the Client is less than the amount due to the CFMS Provider, the Client shall pay such balance amounts to the CFMS Provider within 30 days from the date of verification by the Client's Representative of such amounts. Provided that, in each case, upon termination of this Agreement for a CFMS Provider's default, the Client shall forfeit the PBG and shall have the right to blacklist the CFMS Provider from participating in any future tenders issued by the Client.

b. If the Agreement is terminated due to an event of default of the Client, the Client shall pay for:

i. Services performed by the CFMS Provider up until the date of termination; and

ii. cost of any equipment, material, chemicals, and consumables brought to the Facility and available for use by the Client (to the extent not already covered under the payment under (i) above; less:

(iii) any sums due from the CFMS Provider to the Client; and

(iv) any Taxes due to be deducted at source as per Applicable Laws

The CFMS Provider shall issue an invoice setting out the amounts due to it in accordance with this Clause 22.4(b). The Client shall, within 14 days from the date of receipt of such certificate, either approve the certificate or raise any objections. If the Parties are unable to agree upon the amounts due to the CFMS Provider under this Clause, such dispute shall be referred to dispute resolution in accordance with Clause 25. Provided that, the Client shall release any undisputed payments to the CFMS Provider within 30 days from the date of receipt of the invoice from the CFMS Provider.

23. Force Majeure:

23.1 Force Majeure Event shall mean any event or circumstance, or a combination of events and circumstances, occurring in India, that wholly or partly prevents or unavoidably delays a Party (**Affected Party**) in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Good Industry Practices:

23.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Affected Party; and (ii) any of the following events, except to the extent that they are consequences of a Force Majeure Event:

(s) delay in the performance of the CFMS Provider;

(t) strikes or labour disturbance at the facilities of the Affected Party;

(u) insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(v) Non-performance caused by, or connected with, the Affected Party's:

(i) negligent or intentional acts, errors or omissions;

(ii) failure to comply with an Applicable Law; or

(iii) breach of, or default under this Agreement.

23.3 Notice of Force Majeure Event

The Affected Party shall give Notice to the other Party of any Force Majeure Event as soon as practicable, but not later than 7 days after the date on which such Party knew, or should reasonably have known, of the commencement of the Force Majeure Event.

23.4 Effect of Force Majeure

Subject to this Clause 21, upon the occurrence of a Force Majeure Event affecting the CFMS Provider, the Parties shall mutually discuss to arrive at an arrangement that ensures an appropriate level of service is continued to be provided by the CFMS Provider during the subsistence of the Force Majeure Event, including the minimum number of staff and personnel that are required to continue working at the Facility for such purposes. The CFMS Provider shall not be held to be in breach of this Agreement if the performance of its obligations is hindered, prevented or delayed due to a Force Majeure Event. The CFMS Provider shall be exempt from paying any Liquidated Damages for a failure to meet the SLAs during the subsistence of the Force Majeure Event.

24. Reduction in Scope

If at any time, after the commencement of the Services, the **Client (Medical Authority)**, for any reason whatsoever, does not require the any part of the Scope of Work to be carried out, the Client (Medical Authority) 's Representative shall give notice in writing of the fact to the CFMS Provider. The Contract Price payable to the CFMS Provider shall be reduced accordingly and the CFMS Provider shall have no Claim to any payment or compensation whatsoever on account of any loss of profit or income, which it might have otherwise derived from the execution of the Services in full.

25. Governing Law, Disputes and Jurisdiction:

25.1 This Agreement shall be governed by the laws of India. The courts of [●] shall have jurisdiction over the matters relating to this Agreement.

25.2 In the case of dispute arising upon or in relation to or in connection with this Agreement, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an arbitral tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the CFMS Provider and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as the presiding arbitrator. The seat and venue of arbitration shall be at [●], India. The arbitration shall be conducted in the English language.

26. Assignment

The Parties agree that they shall not assign their rights, interests, and obligations under this Contract without the prior written consent of the other Party.

27. Representations and Warranties

Each of the Client and the CFMS Provider represent and warrant for itself that as on the date of execution of this Agreement:

(a) it is a company duly organized, validly existing and in good standing under the laws of the country of its incorporation;

(b) it is qualified to do business in India;

(c) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and will not violate any Applicable Laws, any provision of its charter or bylaws or any indenture, agreement, or instrument to which it is a party or by which it or its property may be bound or affected;

(d) this Agreement constitutes a valid and binding agreement, enforceable against it in accordance with the terms thereof;

(e) no suits, Claims, actions, proceedings, investigations, arbitrations, or legal, administrative or other proceedings is pending before any court or before any other judicial, quasi-judicial or other authority or, to the best its knowledge, threatened against it that would affect the validity or enforceability of this Agreement or the outcome of which individually or in the aggregate may result in a material adverse effect on its ability to perform its duties, commitments, undertakings and obligations under this Agreement;

(f) it has obtained and maintained in full force and effect all Government Approvals, required to be obtained or maintained under all Applicable Laws to perform its obligations under this Agreement;

(g) no agreements to be executed by it with any party other than the other Party shall have the effect of amending or modifying this Agreement;

(h) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license or authorization to which it is a party and /or is binding upon it or any of its assets;

(i) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license or authorization to which it is a party and /or is binding upon it or any of its assets; and

(j) it has the financial capability to undertake its obligations under this Agreement.

28. Confidentiality

28.1. The terms and conditions of this Agreement and non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of this Agreement (**Confidential Information**) shall be kept strictly confidential. The receiving Party shall use the Confidential Information only as required for the full and complete performance of this Agreement and shall limit the disclosure of such Confidential Information to: (i) its representatives, personnel, employees or agents who have a need to know such Confidential Information for the performance of their obligations under this Agreement; (ii) its auditors in the framework of their ordinary auditing competences; (iii) to legal and technical advisors, to the extent required for finalisation and execution of this Contract; and (iv) with respect to Client, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions, provided that, the recipients of the Confidential Information shall also be bound in writing by confidentiality terms no less restrictive than those contained in this Clause 25.

28.2 The confidentiality obligation shall not apply to any disclosure of information: (i) that is in or enters the public domain through no fault of the receiving Party; (ii) that was in the possession of the receiving Party prior to receipt under this Agreement (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required under Applicable Law or through an order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. In the event of a disclosure required under Applicable Law or pursuant to an order of a Government Authority, the disclosing Party shall use all reasonable efforts and co-operate with the other Party's efforts to obtain confidential treatment of the material so disclosed.

28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.

28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.

28.5 Confidential Information disclosed shall be and remain the property of the disclosing Party.

28.6. This Clause 26 shall be binding on both the Parties for a period of [5 (five)] year from the Effective Date and shall survive the termination of this Agreement.

29. Miscellaneous

29.1. Survival

The rights and obligations of the parties in respect of its obligations under this Agreement, including other representations, warranties, covenants and provisions contained herein, including in any schedule or annexures to this Agreement that by their nature survive, shall survive the expiry or termination of this Agreement. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty or damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the expiry date or termination.

29.2. Waiver

No forbearance, acquiescence, indulgence, relaxation or inaction by the Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of that Party to require performance of that provision. Any acquiescence on or waiver by the Party of the performance or non-performance of the obligations of the other Party under this Agreement and/or any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Contract.

29.3 Maintenance of Accounts

The Parties' respective accounts shall be maintained in accordance with generally accepted accounting principles in India.

29.4 Severability

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be severed from this Agreement and be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

29.5. Costs

Each Party must bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this Agreement.

29.6. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior memoranda of understanding / letters of intent / meetings and minutes thereof / past correspondence / letters executed / exchanged / verbal communication between the Parties hereto in respect of the subject matter of this Agreement.

29.7. Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself out as an agent for the other, except with the express prior written consent of such other Party.

Any rule of interpretation interpreting contracts against a Party primarily responsible for drafting the Agreement shall not be applicable.

29.8 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute the same instrument.

29.9 Recovery of sums due

All costs, damages or expenses which the Client, may have paid, only after mutual agreement with CFMS Provider, for which under the Agreement, the CFMS Provider is responsible or liable, may be recovered by the Client, from the CFMS Provider. It is clarified that the Client has the right to set off any such amounts against the dues payable by the Client to the CFMS Provider under this Agreement. If the sum due to the CFMS Provider is not sufficient to recover the recoverable amount, the CFMS Provider shall pay to the Client, on demand, the balance amount.

29.10 Payments, etc. not to affect rights of the Owner

29.11 Any sum paid or not paid by the Client under the Agreement, or any extension of time granted by the Client shall not affect or prejudice the rights of the Client against the CFMS Provider, or relieve the CFMS Provider of its obligation for the due fulfillment of this Agreement.

30 The response time of the CFMS provider for the services like Fire, Oxygen plant, lift, DG set and AC will be kept as "instant" and for other services it will be within 30 minutes of the call.

31 The performance of the CFMS provider shall be reviewed in every 6 months by the concerned Medical Authorities.

32 Any Services/ Manpower can be added in future with due approval of Government, if it is not there in the present scope.

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

- Annexure 1:
- Annexure 2:
- Annexure 3:
- Annexure 4:
- Annexure 5:
- Annexure 6:
- Annexure 7:
- Annexure 8:
- Annexure 9:

Sgnature _____

Director , AHPGIC , Cuttack , Odisha

(on behalf of H & FW Dept. Govt. of Odisha)

Signature_____

(Authorized representative of Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of Client, Director , AHPGIC , Cuttack on behalf of H & FW Dept. Govt. of Odisha

1.

2.

On behalf of Comprehensive Facilities Management Service Provider

1.

2.

2. Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE FORMAT

To,

_____

B.G. No. [___] Dated:

THIS DEED OF GUARANTEE is executed on this [insert day] day of [insert month and year] at [insert place] by [insert name of bank] with its registered office at [insert address], (hereinafter referred to as the **Bank**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns),

IN FAVOUR OF:

_____, with its registered office at _____, Odisha (hereinafter referred to as the ***The Director, Acharya Harihar Regional Cancer Centre, Cuttack*, on behalf of H & FW Dept. Govt. of Odisha**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by the [INSERT DESIGNATION OF AUTHORIZED REPRESENTATIVE].

WHEREAS_(Name and address of the CFMS Provider) (hereinafter called "the **CFMS Provider**") has undertaken, in pursuance of RFP No_____dated _____ for "**providing Comprehensive Facility Management Services at [•] in Odisha**" (hereinafter called "**RFP**") to perform comprehensive facility management services subject to, and in accordance with, the provisions of the Services Agreement executed between the CFMS Provider and the Client, Dean and Principal/ Suprintendent MCH, Odisha on behalf of H & FW Dept. Govt. of Odisha (**Services Agreement**).

AND WHEREAS the Agreement requires the CFMS Provider to furnish a bank guarantee for a sum of INR [●] (**Guaranteed Amount**) as security for the due and faithful performance by the CFMS Provider of its obligations under the Agreement.

AND WHEREAS we have agreed to give the CFMS Provider this a bank guarantee.

NOW THEREFORE the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

(a) Capitalized terms used herein but not defined shall have the meaning ascribed to them in the RFP or Services Agreement, as the case may be

(a) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the CFMS Provider's obligations during the Agreement Period, under and in accordance with the Services Agreement, and agrees and undertakes to pay to the ***The Director, Acharya Harihar Regional Cancer Centre, Cuttack*** on behalf of H & FW Dept. Govt. of Odisha, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the CFMS Provider, such sum or sums up to an aggregate of the Guaranteed Amount as **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha shall claim, without **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

(b) This Guarantee shall be irrevocable and remain in full force until 3 months from the expiry of the Agreement Period, or for such extended period as may be mutually agreed between **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha and the CFMS Provider, and agreed to by the Bank, (the "**Guarantee Period**") and shall continue to be enforceable till all amounts under this Guarantee have been paid. The Bank further agrees that this Guarantee does not limit the number of claims that may be made by the Client, Dean and Principal/ Superintendent , Odisha on behalf of H & FW Dept. Govt. of Odisha
against the Bank.

(c) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha receives the full amount due hereunder, as if no such withholding had occurred.

(d) The Bank shall, pay to the ***The Director, Acharya Harihar Regional Cancer Centre, Cuttack*** on behalf of H & FW Dept. Govt. of Odisha sums not exceeding the Guaranteed Amount, within 5 (five) business days of receipt of a written demand from the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha stating that the CFMS Provider has failed to observe or perform any of the terms, conditions or provisions of the Services Agreement or to discharge any of its liabilities under the Services Agreement, including where the CFMS Provider fails to replace this Guarantee in accordance with the Services Agreement. The Bank further agrees that the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha shall be the sole judge as to whether the CFMS Provider is in default in due and faithful performance of its obligations during the Guarantee Period under the PPP Contract

and its decision that the CFMS Provider is in default shall be final, and binding on the Bank, not with standing any differences between the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha and the CFMS Provider, or any dispute between them pending before any court, tribunal, arbitrators.

(e) The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Services Agreement or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the CFMS Provider or any change in ownership of the CFMS Provider or any purported assignment by the CFMS Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

(f) If, and to the extent that, for any reason the CFMS Provider enters or threatens to enter into any proceedings in insolvency, bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the CFMS Provider of the Guaranteed Amount becomes impossible, then the Guaranteed Amount shall be promptly paid by the Bank to the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha on demand.

(g) It shall not be necessary, and the Bank hereby waives any necessity, for the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha to proceed against the CFMS Provider before presenting to the Bank its demand under this Guarantee.

(h) The **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Services Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the CFMS Provider contained in the Services Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha against the CFMS Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Services Agreement and/or the securities available to the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Director , Odisha on behalf of H & FW Dept. Govt. of Odisha of the liberty with, reference to the matters aforesaid or by reason of time being given to the CFMS Provider or any other forbearance, indulgence, act or omission on the part of **the Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

(i) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha in respect of or relating to the Services Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the CFMS Provider under the Services Agreement.

(j) The Bank represents and warrants to the Client, that:

(i) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

(ii) the Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(iii) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any applicable law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

(iv) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(v) the Bank is not suffering from any act of insolvency.

(k) If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the **Client, Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha to replace the invalid, illegal or unenforceable provision.

(l) Guarantee during its currency, except with the previous express consent of the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

(m) The Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the CFMS Provider for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by the **Director , AHPGIC , Cuttack , Odisha** on behalf of H & FW Dept. Govt. of Odisha in accordance with the Services Agreement.

(n) This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Services Agreement.

(o) This Guarantee shall be governed by and construed in all respects in the accordance with the laws of India. The courts of the Bhubaneshwar shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch

1.1 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

1.2 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of **Director , AHPGIC , Cuttack , Odisha**.

1. CLARIFICATION AND NEGOTIATION OF BIDS:

2.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

2.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

2. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

3.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.

3.2 The Employer shall issue a letter of acceptance for the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that Employer will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

3.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Employer with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summery and declare the process as complete.

3.4 If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted Y the L1 bidder, otherwise the tender will be cancelled.

9. Annexures

Bid Submission Checklist

Bid Submission Checklist			
Sl#	**Section**	**Submitted (Y/N/NA)**	**Page No.**
Technical Proposal (Original Uploaded)			
1	Filled in Bid Submission Check List **(Annexure 1)**		
2	Bid Processing Fee of **Rs. 10,000**/- (online mode)		
3	EMD of **Rs**...../- (Rupees..... only) as mentioned in DTCN		
4	**TECH-1:** Covering Letter		
5	**TECH-2:** General Details of the Bidder		
6	**TECH-3:** Financial Capacity of the Bidder		
7	**TECH-4:** Power of Attorney		
8	**TECH-5:** Bidder's Past Experience		
9	**TECH-6:** Undertaking for Non-Blacklisting		
10	**TECH-7:** Conflicting Activities & Declarations		
11	**TECH-8:** Commitment for Proposed Equipment & Material		
12	**TECH-9:** Proposed Technical Manpower Deployment Plan		
13	**TECH-10:** Quality Control Mechanism		
14	**TECH-11:** Non-Collusion Certificate		
15	**TECH-12:** Description of Approach & Methodology		
16	**TECH-13:** Proposed Work Plan		

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.
-

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal: _____

9.1. **Annexure 2: Area information –**

ACHARYA HARIHAR POST GRADUATE INSTITUTE OF CANCER , CUTTACK , ODISHA

Area information – Govt. Medical College & Hospital, AHPGIC , Cuttack, Odisha		
Description	**Area**	**Unit**
Land Area	6.196	Acres
Boundary Wall Surface Area (Inside + Outside)	41182.17	Sq. ft
Total Built-up Area	102586.27	Sq. ft
Teaching Hospital = ... sqm Hostel = ... sqm Clinical = ... sqm		
Total Carpet Area	193820.53	Sq. ft
Common Area	10811.65	Sq. ft
Parking Area	16578.47	Sq. ft
Other Ancillary Building areas	12353.50	Sq. ft
Aluminium Composite Panel		
Structural Glazing		
Windows & Types		
No. of windows	607	
No of doors	614	
Patient relative's rest area		
Number of Toilets	235	Nos.
Type of Flooring		
Lawn area	8000	Sq. ft

Note:

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

9.2. Annexure 3: Details of available assets at the facility-

ACHARYA HARIHAR POST GRADUATE INSTITUTE OF CANCER , CUTTACK , ODISHA

2. Details of available assets at the facility (to be collected Department/Discipline/Unit/Building				
DETAILS OF AVAILABLE ASSETS AT THE FACILITY				
Sl. No.	**Name of the Asset (Machinery/ Equipment)**	**Specification**	**Availabl e QuantitY (As per approval)**	**Remarks, if any**
A	**Electrical(all electrical fittings, fixings such as D.G. sets, lifts, Audiovisual system, LED, Data Projection system, Acs(split & window), Fans(ceiling,exhaust,wall,pedestal, HVAC, etc)**			
	Tube light	10 / 20/ 36 w	950	To be under AMC
	Ceiling light	15/18/20/36 w	2278	-Do -
	Bulbs	9w	92	-Do-
	Street light	45/70/90w	90	-Do-
	Flood light	100/300/350 w	24	-Do-
	Ceiling fan		540	-Do-
	Exhaust fan		40	-Do-
	Wall fan		384	-Do-
	Pedestal fan		6	-Do-
	Electrical main panel		11	-Do-
	DISEL GENERATOR			
	10 KVA	Kirloskar DRUG WARE HOUSE	2	-Do-
	63 KVA	Kirloskar OPD	1	-Do-
	125 KVA	Jakson ANNEX OLD	2	-Do-
	200 KVA	Jakson MRI	1	-Do-
	380 KVA	Kirloskar LINAC	1	-Do-
	750 KVA	Jakson LINAC ½	2	-Do-
	HVAC			
	CHILLER SYSTEM			
1	400 TR SCREW CHILLER	TRANE VFD DRIVEN SCREW CHILLER RT HD SERIES MODEL NO RTHDCE3UXEOXAF2A3LB	2	
	500 TR COOLING TOWER	PAHARPUR TWIN CELL COOLING TOWER	2	
	ONDENSOR	XYLUM MODEL-e80SC8*8*13.5B (3 NOS.)	3	
	PRIMARY CHILLED WATER PUMP	XYLUM MODEL-e80SC8*8*13.5B (3 NOS.)	3	
2	SECONDARY CHILLED WATER PUMP	XYLUM MODEL-e80SC8*8*13.5B (3 NOS.)	3	

3	AHU	EDGDTECH 21 NO CEILING SUSPENDED +11 NOS. FLOOR MOUNTED	31	
4	CHILLED WATER CASSETTE	BHUTIRIA CAPACITY RANGING FROM 1.5 TR TO 3 TR	50	
5	CHILLED WATER HI WALL UNIT WITH DRAIN PUMP	BHUTORIA DRAIN PUMP IS OF ASPEN MAKE HI WALL CAPACITY RANGING FROM 1.5 TR TO 2 TR	22	
6	AIR CURTAIN	EURONICS 6 FEET AIR CURTAIN FOR DOORS	10	
7	INLINE FAN	AIRFLOW SINGLE PHASE 800 CFM TO 1100 CFM INLINE FANS	17	
8	LIFT WELL PRESSURISATION FAN	AIRFLOW 14500 CFM X 3 NOS	2	
9	TUBEAXLE FLOW FAN	AIRFLOW 5000 CFM X 2 NOS	2	
10	CONTROL SYSTEM , WIRING ELECTRICAL PANEL	CONNECT ELECTRICALS FUJI MAKE VFD PANEL WITH BYPASS STRATER FOR AHU & MCC PANEL FOR THE CHILLER AND MOTOR AT PLANT ROOM	1 + 22ND VFD AHU PANEL	
11	Addressable Photoelectric type Smoke-Cum-Heat Detector		908	
12	Addressable Fire Alarm Panel		4	
13	Addressable Manual Pull Station, complete with addressable mini input module, back box.		2	
14	Hooter		47	
B.	**P.H.**			
1	Water supply fitting such as bibcock/stopcock/pillarcock /shower		305 / 305 / 330 / 200	
2	Sanitary fixtures such as wash basin/ E.WC/I.WC/Mirror/Cystern/ Health facet/Urinal/Squating urinal Etc.		330 / 400 / 350 / 97/ 750/200/200/110	
3	OH tank		50000LTR	
4	Pump room		2	
5	UG sump (Fire fighting)		1 LIT	

c.	**Others**			
1	Oxygen Manifold		4	
2	PSA plant		1	
3	LMO			
4	Oxygen Pipeline from LMO			

3. Minimum Manpower Requirement for AH GIC , CUTTACK

A. Operation & Maintenance

Civil Maintenance

Sl. No.	Description	No.	Remarks
1	Supervisor	16	
2	Mason	1	
3	Carpenter/ Fitter	1	
4	Plumber	2	
5	Welder	1	

Electrical Maintenance

A	**Electrical(all electrical fittings, fixings such as D.G. sets, lifts, Audiovisual system, LED, Data Projection system, Acs(split & window), Fans(ceiling, exhaust,wall,pedestal, HVAC, etc)**			
	CCTV (Make: Hikvision/CPPLUS)	CCTV CAMERA	1	
		16CH NVR	3	
		32 CH NVR	1	
		4 PORT POE SWITCH	6	
		8 PORT POE SWITCH	3	
		4 TB HDD	4	
		8 PORT GIGA SWITCH	4	
		RACK	2	
		MONITOR	2	
1	**Computer, Printers & Xerox Machines**			
	Computer including monitor		65	
	Printer		4	
	b/w xerox machine		1	
	Colour xerox machine		1	
	Laptop		2	
	WIFI			
	Modular OT at Liver Transplant & Burn Unit			
2	Window Type (2Ton/ 1.5Ton) AC Machine	1.5 / 2 TON	340	
3	casette AC	2.5 HP	10	
4	Tower AC			
5`		15 PASSANGER LIFT OLD ANNEX BUILDING THYSSENKRUPP MAKE	1	
		15 PASSANGER LIFT AT NEW ANNEX BUILDING	1	

	LIFT	15 PASSANGER LIFT AT NEW ANNEX BHARAT MAKE	1	
		20 PASSANGER LIFT AT DRUG HOUSE	2	
		26 PASSANGER LIFT AT LINAC BUILDING JOHNSON MAKE	3	
		16 PASSANGER LIFT AT UNDER LINAC BUNKER	1	
6	**Fans** (a) Ceiling fan		830	
	(b) Exhaust fan		172	
	(c) Wall fan		335	
	(d) Pedestal fan		12	
7	UPS	30 KVA UTL MAKE	3	
		25 KVA MAGNETIC & CONTROL MAKE	1	
		20 KVA UPS UTL MAKE	1	
		10 KVA CONSUL / NUMREIC / UTL MAKE	3	
		06 KVA SHAKTI MAKE	1	
		3 KVA AUROPOWER / UTL MAKE	2	
		1.5 KVA	2	
		100 KVA UPS NUREMIC : U12KHE100K/720/33/P/N/WOISOV2/ES 100AH	2	
		60 KVA NUMERIC UNDER CONSTRUCTION BUILDING	1	
8	SERVO STABILIZER			
9	ISOLATION TRANSFORMER			
10	ELECTRICAL PANEL		10	
B.				
1	Jocky pump	180 LPM	2	
2	Electric pump	2280 LPM	2	
3	Diesel pump	2280 LPM	1	
4	Terrace pump			
5	Fire Pump Control Panel		1	
6	Fire Sprinkler		925	
7	Hydrant points with hose cabinet and hose		23	
8	First aid hose reel		17	
9	FIRE SUPPRESSION SYSTEM			
10	FM 200 GAS CYLNDER			
C.	**Fire Extinguisher**		191	
1	CO2		146	
2	DCP		45	

D.	**Automatic Fire Alarming and PA system**			
1	Addressable Photoelectric type Smoke-Cum-Heat Detector		908	
2	Addressable Fire Alarm Panel		4	
3	Addressable Manual Pull Station, complete with addressable mini input module, back box.		2	
4	Hooter		47	
E.	**P.H.**			
1	Water supply fitting such as bibcock/stopcock/pillarcock /shower			
2	Sanitary fixtures such as wash basin/ E.WC/I.WC/Mirror/Cystern/ Health facet/Urinal/Squating urinal etc			
3	OH tank		50000lit	
4	Pump room			
5	UG sump (Fire fighting)		1 lakh liter	
F.	**Others**			
1	Oxygen Manifold			
2	PSA plant			
3	LMO			
4	Oxygen Pipeline from LMO			

D.	**Automatic Fire Alarming and PA system**			
1	Addressable Photoelectric type Smoke-Cum-Heat Detector		908	
2	Addressable Fire Alarm Panel		4	
3	Addressable Manual Pull Station, complete with addressable mini input module, back box.		2	
4	Hooter		47	
E.	**P.H.**			
1	Water supply fitting such as bibcock/stopcock/pillarcock /shower			
2	Sanitary fixtures such as wash basin/ E.WC/I.WC/Mirror/Cystern/ Health facet/Urinal/Squating urinal etc			
3	OH tank		50000lit	
4	Pump room			
5	UG sump (Fire fighting)		1 lakh liter	
F.	**Others**			
1	Oxygen Manifold			
2	PSA plant			
3	LMO			
4	Oxygen Pipeline from LMO			

9.3. Annexure 4: Service Level Agreement (SLA) – Illustrative

Complaint Management			
Description of Complaints	**Service required**	**Report**	**Complaint Closure time**
For Minor Defects	Replacement by CFMS	Immediately	2 hrs.
For Major Defects			
Item available locally	Rectification / Replacement by external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier)	Immediately	1 week
Item available domestically		24hrs	2 weeks

Service Level Agreement (Operations)

1) **Cleaning Service:** (First shift should be completed before 8:30 Am every day)

PUBLIC AREA WASHROOM			
Sl. No	**Service Level Requirement**	**Frequency**	**Penalty Rate (INR)**
1	Cleaning	Every 2 hour	500/ Day
2	Washroom & wash basins cleaning	Hourly basis and as and when required	500/ Day

LOBBY/ OPEN SPACE			
Sl. No	**Service Level Requirement**	**Frequency**	**Penalty Rate (INR)**
1	Garbage Removal	Thrice a day/ when bags are 3/4th Full and as per BMW guidelines	500/ Day
2	Dry Mop	Thrice a day	500/ Day
3	Dusting	Thrice a day	500/ Day
4	Mopping	Thrice a day	500/ Day

IPD & OPD BLOCK			
Sl. No	**Service Level Requirement**	**Frequency**	**Penalty Rate (INR)**
1	Garbage Removal	Thrice a day/ when bags are 3/4th Full and as per BMW guidelines	500/ Day
2	Dry Mop	Thrice a day	500/ Day
3	Dusting	Thrice a day	500/ Day
4	Mopping	Thrice a day	500/ Day
5	Washroom & washbasins cleaning	Hourly basis and as and when required	500/ Day

Consultant Room / Office			
Sl. No	**Service Level Requirement**	**Frequency**	**Penalty Rate (INR)**
1	Garbage Removal	Thrice a day/ when bags are 3/4th Full and as per BMW guidelines	500/ Day
2	Dry Mop	Thrice a day	500/ Day
3	Dusting	Thrice a day	500/ Day
4	Mopping	Thrice a day	500/ Day
5	Washroom & washbasins cleaning	Hourly basis and as and when required	500/ Day

RADIOLOGY			
Sl. No	**Service Level Requirement**	**Frequency**	**Penalty Rate (INR)**
1	Garbage Removal	Thrice a day/ when bags are 3/4th Full and as per BMW guidelines	1500/ Day
2	Dry Mop	Thrice a day	1500/ Day
3	Dusting	Thrice a day	1500/ Day
4	Mopping	Thrice a day	1500/ Day
5	Washroom & washbasins cleaning	Hourly basis and as and when required	1500/ Day

Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day
2	Shampoo Cleaning of all carpets, sofas, chairs.	As per Manufacture r recommende d methods and intervals	Compulsory	500/Day
3	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
Sl. No.	**Service Level Requirement** .	**Minimum Requirement**	**Non Compliance**	**Penalty Rate (INR)**
1	Cleaning of walls, slab, raft from inside and removal of	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
4	Chemical treatment of water for purification.	In Alternat e Days	4 Days	500/Day

PEST CONTROL				
Sl. No.	**Service Level Requirement**	**Minimum Requirement**	**Non Compliance**	**Penalty Rate (INR)**
1	Disinfestations treatment	1 Time / Fortnightly	1 Day	10,000/ Day
2	Rodent Control	1 Time/ Monthly	1 Day	10,000 /on repeated non-compliance
3	Fly Control	1 Time/ Monthly	1 Day	10,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	10,000 /on repeated non-compliance

D- OTHERS				
Sl. No.	**Service Level Requirement**	**Minimum Requirement**	**Non Compliance Limit**	**Penalty Rate (INR)**
1	Repair and maintenance of sanitary fixtures, lavatories	On alternate days	Compulsory	500 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
5	Removal of damaged CFL's and fixtures if required.	immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day

7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day

PUMP ROOM

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / theft fixture or 15000/Day whichever is higher.

HORTICULTURE WORK (if applicable)

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	50000 / Day
3	Manual watering	Whenever Required	Compulsory	1000 / Day
4	Replacement of damaged grass, trees	Whenever Required (to be done immediately)	Compulsory	1000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

AUTOMATION UNIT

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	15000/Day

2	Regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	10000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	25000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	30000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	10000/Day
BOUNDARY WALL				
Sl. No.	**Service Level Requirement**	**Minimum Requirement**	**Non Compliance Limit**	**Penalty Rate (INR)**
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	20000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	Aspertwice the market rate of damaged / theft fixture or 2000/ Day whichever is
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

9.4. *Annexure 5: Manpower Requirement at Hospital-* Selection of Agency for Providing Comprehensive Facility Management Services at AHPGIC, CUTTACK

Sl. No.	Description	Unit No.
	A) HR for House Keeping & Cleaning Services	
1.	Sanitary Worker (Semi Skilled)	169
2.	Sanitary Supervisor (Skilled)	22
3.	Sanitation worker for teaching	2
4.	Sanitation worker for hostel	2
5.	Welder (High Skilled)	1
6.	Tailor (Skilled)	1
7.	Plumber (High Skilled)	2
8.	Mason (High Skilled)	1
9.	Carpenter (High Skilled)	1
10.	Fitter (High Skilled)	1
11.	Electrical facility manager (Consolidated)	1
12.	Electrician (High Skilled)	2
13.	Helper to Electrician (Semi Skilled)	2
	B) HR for Security Services	
14.	Security Guard for hospital (Semi Skilled)	165
15	Security Supervisor for hospital (Skilled)	8
16	Security guard for teaching blocks	1
17	Security guard for hospital	1
	C) Maintenance Services	
18	Fire Supervisor (High Skilled)	1
19	Fire Alarm Technician (Skilled)	1
20	DG Set Operator (High Skilled)	9
21	Pump Operator-cum-Mechanic (High Skilled)	1
22	Helper to Pump Operator (Semi Skilled)	1
23	AC Plant and Mortuary Freezer Operator (High Skilled)	6
24	Helper to AC Plant and Mortuary Freezer Operator (Skilled)	6
	(D) Medical Gas Pipe Line System (MGPS)	
25	Medical gas Pipe Technician (High Skilled)	3
	(E) Other Services	
26.	Attendants (Semi Skilled)	142
27.	Lift Man (Skilled)	6
	F) Management & IT Services	
28.	Manager IT (Consolidated)	1
29	Application Support manager (Consolidated)	1
30	Network Support Manager (Consolidated)	2
31	Associate Support IT (Computer & LAN Operator) (Consolidated)	1
32	Facility manager (Consolidated)	1
33	Hospital CFMS Coordinator (Consolidated)	1

9.8. Annexure 6: Deduction for Non-Performance

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Power - Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Elevators	100%	98% (each lift shall not have more than 2 times Break Down a year)	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of manpower described in the	100%	100%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill
Minor Defects as per the prescribed	100%	98%	1% of the monthly bill
Major defects as per the prescribed	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill

9.6. Annexure 7: Indicative list of Key Plant & Equipment to be deployed by the CFMS - Illustrative

1. Engineering Tools

Sr. No.	Name of Tools	No.	Name of Tools
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)
3	Multi-Meter (digital) - Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter (Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower (Hot)	10	Nose Pliers 9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench 10"
15	Crimping Tool for Electrical	16	Safety helmet
17	Electric Drill M/C	18	Safety belt (with complete specifications)
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)
21	Pliers	22	Measuring tape - 5 mtrs
23	Screw Driver Set	24	Pipe wrench 18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver 8"/12"	28	Digital Anemometer
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit
31	Line Tester	32	Digital LUX Meter
33	D-Spanner Set	34	Db meter for noise level monitoring
35	Ring Spanner Set	36	IR GUN
37	Screw wrench	38	Torque spanner
39	Box Spanner Set	40	Ear Muffler
41	Bench Wise 6"	42	SAW
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works related Tools
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs

2. House Keeping Tools / Equipment

Sl. No.	Name of Tools
1	Wet/ Dry Vacuum Cleaner
2	High pressure jet cleaning machine
3	Fuzzy machine to clean chairs and sofas
4	Light Duty machine scrubber
5	Heavy Duty Auto Scrubber dryer
6	Steam cleaning machine
7	Fork Lift
8	Ladder (24ft and 12ft)

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

9.7. Annexure 8: List of Consumables to be used

List of Consumables

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

- Detergent bar,
- liquid soap,
- Naphthalene balls,
- Hydrochloric Acid,
- Odonil balls/stick,
- fresheners,
- toilet soap,
- phenyl,
- sanitary cubes,
- toilet paper,
- tissue paper,
- Finit,
- Homocol liquid soap,
- Harpic,
- pochha,
- hand duster,
- toilet brush,
- plastic brooms,
- jail brush,
- calanzo,
- platform brush,
- wiper,
- soft brooms,
- Detergent Powder etc.

P.S - Disinfectant, sanitizers etc. are to be provided by CFM Agency as per the State/Central guideline.

10.9 Annexure-9 : Qualification of HR under Comprehensive Facility Management Services (CFMS) scheme

1	Manager IT	The Candidate must have passed in any of the following Subjects from a recognised University with minimum 50% marks: B.E. (IT/Computer Science/Electronic, B.Tech.(IT/Computer Science/Electronic), MCA, Msc IT/Msc Computer Science Experience: The Candidate should have more than 08 years of experience in same service/post managing an office with at least 100 employees. Age Limit: Minimum 30 years & Maximum 60
2	Application Support Manager	The Candidate must have passed in any of the following Subjects from a recognised University with minimum 50% marks: B.E. (IT/Computer Science/Electronic, B.Tech.(IT/Computer Science/Electronic), MCA, Msc IT/Msc Computer Science Experience: The Candidate should have more than 05 years of experience in same service/post managing an office with at least 100 employees. Age Limit: Minimum 30 years & Maximum 60
3	Network Support Manager	The Candidate must have passed in any of the following Subjects from a recognised University with minimum 50% marks: B.E. (IT/Computer Science/Electronic, B.Tech.(IT/Computer Science/Electronic), MCA, MscIT/Msc Computer Science Experience: The Candidate should have more than 05 years of experience in same service/post managing an office with at least 100 employees. Age Limit: Minimum 30 years & Maximum 60
4	Associate Support IT (Computer & LAN Operator)	The Candidate must have passed in any of the following Subjects from a recognised University with minimum 50% marks: Graduation with PGDCA from recognised institution / O-Level / A-Level Experience: The Candidate should have more than 03 years of experience in same service/post managing an office with at least 25 employees. Age Limit: Minimum 30 years & Maximum 60
5	Sanitary Supervisor	Minimum Graduate in any stream Minimum 2 years of experience in housekeeping & Cleanliness Services particularly in Hospital Sector. Age Limit: Minimum 30 years & Maximum 60 years
6	Sanitation Worker	7th Standard Age Limit: Minimum 21 years & Maximum 50 years
7	Electrical facility Manager	Degree or Diploma in Electrical Engineering Experience: Minimum 05 years same filed Age Limit: Minimum 30 years & Maximum 60
8	Electrician	ITI passed in Electrician Trade Experience: Minimum 2 Years post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
9	Helper to Electrician	Preferably 10th standard pass with reasonable knowledge in electrical maintenance. Minimum 1 Years experience in same field Age Limit: Minimum 21 years & Maximum 50 years
10	Plumber	ITI passed in Plumbing Trade Experience:

		Minimum 2 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
11	Security Guard	Minimum 10th Standard (Pass) with Security training certificate as indicated under Rule 5 of the Rules Private Security Agencies Rule, 2009. Age Limit: Minimum 21 years & Maximum 50 years
12	Security Supervisor	Educational Qualification: Minimum Graduate Experience: Minimum 10 years in security services with Security training certificate as indicated under Rule 5 of the Rules Private Security Agencies Rule, 2009. / 5 years in defence service or Para Military service Age Limit: Minimum 30 years & Maximum 60 Years
13	Attendant	7th Standard Passed or equivalent and can speak, read & write Odia Experience: Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
14	Medical Gas Pipe Technician	HSC with ITI passed or HSC with one year experience in ICU Experience: Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
15	Facility Manager	The candidate must have passed in any of the following subjects from an accredited University (UGC approved) or Institute (AICTE approved) : • Post Graduate Degree in Hospital Management • Post Graduate Degree in Hospital Administration • Master Degree in Hospital Administration / MBA in Hospital Administration • Post Graduate Degree in Hospital & Health Management • Post Graduate Degree in Hospital & Health Administration • Post Graduate Diploma in Hospital Management • Post Graduate Diploma in Hospital Administration • Post Graduate Diploma in Hospital & Health Management • Post Graduate Diploma in Hospital & Health Administration Experience: • S/he must have minimum 08 years of post-qualification experience in hospital administration in any Public Health Hospital / minimum 50 bedded Private Hospital. • The candidate must also have working knowledge of computer. Age Limit: Minimum 30 years & Maximum 60 Years
16	Hospital CFMS Coordinator	The candidate must have passed in any of the following subjects from an accredited University (UGC approved) or Institute (AICTE approved) : • Post Graduate Degree in Hospital Management • Post Graduate Degree in Hospital Administration • Master Degree in Hospital Administration / MBA in Hospital Administration • Post Graduate Degree in Hospital & Health Management • Post Graduate Degree in Hospital & Health Administration • Post Graduate Diploma in Hospital Management • Post Graduate Diploma in Hospital Administration • Post Graduate Diploma in Hospital & Health Management • Post Graduate Diploma in Hospital & Health Administration Experience: • S/he must have minimum 02 years of post-qualification experience in hospital administration in any Public Health Hospital / minimum 50 bedded Private Hospital. • The candidate must also have working knowledge of computer. Age Limit: Minimum 21 years & Maximum 50 Years
17	Mason	Matriculation with Certificate course on Mason / skill building training at

		least for 15 days from any Institute.
		Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
18	Carpenter	ITI Passed in (Carpentry trade) Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
19	Fitter	Passed from ITI / 6 months course from skill India on Fitter Fabrication Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
20	Welder	Passed from ITI / 6 months course from skill India on Industrial Welder Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
21	Fire Supervisor	Diploma in Fire Service Engineering. Minimum 2 Year post qualification experience in same field Age Limit: Minimum 30 years & Maximum 60 years
22	Fire Alarm Technician	Passed from ITI in Fire Alarm Technician trade/ Any Certificate course on Fire Alarm Technician trade Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
23	Fire Pump Operator	Certificate Course in Fire Fighting equipment such as Fire Extinguisher etc. from the State Fire Training Centres. Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
24	DG Set Operator	ITI/diploma in relevant field Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
25	AC Plant and Mortuary Freezer Operator for maintenance	ITI/diploma in relevant field Minimum 2 Year post qualification experience in managing HVAC System Age Limit: Minimum 21 years & Maximum 50 years
26	Helper to AC Plant	ITI/diploma in relevant field Minimum 1 Year post qualification experience in managing HVAC System Age Limit: Minimum 21 years & Maximum 50 years
27	Mortuary Assistant for Post mortem services	Matriculation Minimum 1 Year experience as Mortuary/ Post Mortem Attendant in any Govt./ Recognized Hospital. Age Limit: Minimum 21 years & Maximum 50 years
28	Pump Operator cum Mechanic	ITI/diploma in relevant field Minimum 1 Year post qualification experience in same field Age Limit: Minimum 21 years & Maximum 50 years
29	Helper to Pump Operator	Preferably 10th standard pass with reasonable knowledge in Pump operation. Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
30	Tailor	Preferably 10th standard pass with certificate course in tailoring Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
31	BMW Handler	Preferably minimum 8th standard pass Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
32	BMW Supervisor	Preferably minimum 12th standard pass Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
33	Lift Man	ITI Passed in (Mechanical trade)

		Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years
34	Gardener	Preferably 10th standard pass Minimum 1 Year experience in same field Age Limit: Minimum 21 years & Maximum 50 years

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Item Rate BoQ

Tender Inviting Authority: AHPGIC , CUTTACK	
Name of Work: PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) FOR AHPGIC , CUTTACK .	
RFP Identification No.:	
Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	HR for House Keeping & Cleaning Services					
1.01	Sanitary Worker		Man Months	0.00	#NAME?	#NAME?
1.02	Sanitary Supervisor		Man Months		#NAME?	#NAME?
1.03	Gardener		Man Months		#NAME?	#NAME?
1.04	Welder		Man Months		#NAME?	#NAME?
1.05	Tailor		Man Months		#NAME?	#NAME?
1.06	Plumber		Man Months		#NAME?	#NAME?
1.07	Mason		Man Months		#NAME?	#NAME?
1.08	Carpenter		Man Months		#NAME?	#NAME?
1.09	Fitter		Man Months		#NAME?	#NAME?
1.1	Electrical facility manager		Man Months		#NAME?	#NAME?

1.11	Electrician		Man Months		#NAME?	#NAME?
1.12	Helper to Electrician		Man Months		#NAME?	#NAME?
2	**HR for Security Services**					
2.01	Security Guard		Man Months		#NAME?	#NAME?
2.02	Security Supervisor		Man Months		#NAME?	#NAME?
3	**Maintenance Services**					
3.01	Fire Supervisor		Man Months		#NAME?	#NAME?
3.02	Fire Alarm Technician		Man Months		#NAME?	#NAME?
3.03	Fire Pump Operator		Man Months		#NAME?	#NAME?
3.04	DG Set Operator		Man Months		#NAME?	#NAME?
3.05	Pump Operator-cum-Mechanic		Man Months		#NAME?	#NAME?
3.06	Helper to Pump Operator		Man Months		#NAME?	#NAME?
3.07	AC Plant and Mortuary Freezer Operator		Man Months		#NAME?	#NAME?
3.08	Helper to AC Plant and Mortuary Freezer Operator		Man Months		#NAME?	#NAME?
3.09	Mortuary Assistance for Post Mortem Services		Man Months		#NAME?	#NAME?
4	**Medical Gas Pipe Line System (MGPS)**					
4.01	Medical Gas Pipe Technician		Man Months		#NAME?	#NAME?
5	**Other Services**					
5.01	Attendants		Man Months		#NAME?	#NAME?
5.02	Lift Man		Man Months		#NAME?	#NAME?
6	**Management & IT Services**					
6.01	Manager IT		Man Months		#NAME?	#NAME?
6.02	Application Support manager		Man Months		#NAME?	#NAME?
6.03	Network Support Manager		Man Months		#NAME?	#NAME?

6.04	Associate Support IT (Computer & LAN Operator)		Man Months		#NAME?	#NAME?
6.05	Facility manager		Man Months		#NAME?	#NAME?
6.06	Hospital CFMS Coordinator		Man Months		#NAME?	#NAME?
7	Laundry Services					
7.01	For supply of bed sheets, cleaning & transportation 400 gms/ day shall be taken as the weight of the linen (bed sheet with pillow cover) Functional beds 507 _____*400 = _____kg per day		KG. (Per day)		#NAME?	#NAME?
7.02	for cleaning of other than linen of the health facility and transportation 300 gms/day shall be taken as the weight of other linen (except bed sheet) Functional Beds 507 =_____*300= _____kg per day		KG. (Per day)		#NAME?	#NAME?
8	**Pest Control**					
8.01	Disinfectants Treatment @1 Time/Fortnightly		Sft.		#NAME?	#NAME?
8.02	Rodent Control @1 Time/monthly		Sft.		#NAME?	#NAME?
8.03	Fly Control @ 1 Time/monthly		Sft.		#NAME?	#NAME?
8.04	Mosquito control @ 1 Time/Fortnightly		Sft.		#NAME?	#NAME?
9	Management Fees (L.S.)		Per Month		#NAME?	#NAME?
10	Total for one month				#NAME?	#NAME?
11	Total for one Year				#NAME?	#NAME?
Total in Figures					#NAME?	#NAME?
Quoted Rate in Words					#NAME?	