



**No.11699/DHFWS/2016-17/C5/OUTSOURCING/RGGW&CH/
GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF HEALTH & FAMILY WELFARE SERVICES, PUDUCHERRY**

Dated : 13.10.2016.

NOTICE INVITING e-TENDER

**Outsourcing of services in the 700 bedded
Rajiv Gandhi Govt. Women and Children Hospital, Puducherry**

On behalf of the President of India, tenders are invited through e-Tendering by the Director (Health), Directorate of Health & Family Welfare Services, Puducherry, from companies who have got adequate exposure and experience in execution of such works in big hospitals under Government sector/Private sector for Outsourcing of services in the 700 bedded Rajiv Gandhi Govt. Women and Children Hospital, Puducherry in the following services,

Sl.No	Services identified for outsourcing
1.	Electrical and plumbing maintenance including all required works like digging, masonry etc
2.	Cleaning and Sanitation services etc
3.	Security
4.	Tailoring
5.	Maintenance of Landscaping and Interior Garden
6.	Preparation and Supply of Diet
7.	Laundry services
8.	Front Desk Management

The Bidder, after having a valid Digital Signature Certificate (DSC) can obtain the USER ID and Password from NIC, Puducherry, with which only, the bidder be able to download the RFP, Press Notice; Notice Inviting Tender and other related documents and upload the bid documents on-line on the official website <https://pudutenders.gov.in>. The tender details, terms and conditions and time schedule may also be downloaded from the website <https://www.py.gov.in> and <http://health.puducherry.gov.in> for reference only. For further details and assistance in e-bidding, the Tenderers may contact the "e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. The Help Desk number is (0413 – 2220225). For their own benefit, it is suggested that the Tenderers may contact the above telephone number for training.

.....2....

The Bidder who had downloaded the Tender Schedule from the website shall submit the Tender Bids on-line before the scheduled time of submission. The tender forms will be electronically issued to Bidders only on receipt of Tender fee of **Rs.1,000/-** (Rupees one thousand only) and shall pay through Internet Banking enabled account with any of the list of Banks available in the SBI e-Pay online payment and an amount of **Rs. 1,00,000/-** (Rupees one lakh only) as Bid Security / E.M.D through Internet Banking enabled account with any of the list of Banks available in the SBI e-Pay online payment. **CASH / CHEQUE / POSTAL ORDERS / TELEGRAPHIC MONEY ORDER WILL NOT BE ACCEPTED.**

The Technical Bid should be submitted to the Directorate of Health & Family Welfare Services, Health Complex, Rue Victor Simonel, Puducherry – 1, in a sealed cover superscribing "**Outsourcing of services in the 700 bedded Rajiv Gandhi Govt. Women and Children Hospital, Puducherry**" on or before **03.11.2016 upto 16.00 Hrs.**

The details of Tender Schedule are given below :

S.No.	Subject	Date	Time
1	Downloading of Documents	From 13.10.2016	10.00 Hrs
		To 03.11.2016	16.00 Hrs
2	Pre-Bid Clarification	17.10.2016	10.00 Hrs
	Pre-Bid Conference/Inspection	21.10.2016	10.00 Hrs
3	Bid Submission Start time - online	13.10.2016	10.00 Hrs
4	Last Date for Bid Submission (inclusive of Tender Documents Fees, EMD/Bid Security, Technical Contents and Financial Bid)	03.11.2016	16.00 Hrs
5	Date of Opening of Technical Bid On line	04.11.2016	10.00 Hrs
6	Date of Opening of Financial Bid	Will be intimated later after technical evaluation process is over	

(If any of the days happen to be a holiday, the next working day will be the date)

Tenderers are requested to stick on the date and time limit specified above strictly.

The Director (Health) reserves the right to change the opening time and date of the Tender for administrative reason by notifying the same in the website. The Department will not be liable for any delay in submission of tender and computer system errors.

Dr. K.V. RAMAN
DIRECTOR (HEALTH)

Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Ellapillaichavady, Puducherry

EXPRESSION OF INTEREST cum REQUEST FOR PROPOSAL (EOI cum RFP) DOCUMENT

EOI cum RFP No.1 of 2016

1	Name of Contract	Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry
2	Last date for submission of EOI cum RFP	16.00 Hrs IST on 03.11.2016 at the Directorate of Health & Family Welfare Services, Puducherry – 605 001 Tel: 0413 2229350 ; Email: dms.pon@nic.in
3	Date and Time of opening of Cover 1 of EOI cum RFP submissions	10.00 Hrs IST on 04.11.2016 at the Directorate of Health & Family Welfare Services, Puducherry – 605 001 Tel: 0413 2229350 ; Email: dms.pon@nic.in
4	Bid Processing Fee (Non-Refundable)	Rs. 1000/- (Rupees one Thousand Only) through internet banking enabled account with any of the list of Banks available in the SBI e-Pay online payment list enclosed.

Issued by:

Directorate of Health & Family Welfare Services,
Government of Puducherry,
Puducherry – 605 001

Tel 0413 2229350
Email dms.pon@nic.in
Website <http://health.puducherry.gov.in>

Acknowledgement:

This document is to be returned duly signed in each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the online bid *process* for providing facility management services to the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry functioning under Directorate of Health & Family Welfare and must not be used for any other purposes. This document must not be passed to a third party except to professional advisers assisting with the online bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form.

DIRECTOR

Directorate of Health & Family Welfare Services,
Puducherry – 605 001

Tel: 0413 2229350 ;Fax: 0413 2339351

Email:dms.pon@nic.in

Agreement	As defined in Schedule -2
Agreement Value	As defined in Clause 5.1.2 of Schedule -2
Applicable Laws	As defined in Schedule – 2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.8
Agreement	As defined in Clause 1.1.8
Contractor	As defined in Clause 1.1.8
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3
Services	As defined in Clause 1.2& Clause 1.1.1 (q) of Schedule-2
Service Provider	As defined in Clause 1.2
Documents	As defined in Clause 2 (B)
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Contracts	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule -2
INR, Re, Rs.	Indian Rupee(s)
LOA	Letter of Award
Lead Member	As defined in Clause 2.1.1
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.11.1
Contract	As defined in Clause 1.1.8
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2

Proposed Due Date or PDD	As defined in Clause 2.17
EOI cum RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 2.25.1
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule -2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.9
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Proposal document ("EOI cum RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.

This EOI cum RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI cum RFP. This EOI cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Facility Management Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI cum RFP. The assumptions, assessments, statements and information contained in this EOI cum RFP, may not be complete, accurate, adequate or correct. Each Applicant 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 EOI cum RFP and obtain independent advice from appropriate sources.

Information provided in this EOI cum RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 EOI cum RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI cum RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI cum RFP.

The Authority 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 EOI cum RFP.

The issue of this EOI cum RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Letter of Invitation

To

1. The Directorate of Health & Family Welfare Services, Government of Puducherry intends to outsource the following Facility Management Services (FMS) in the 700 bedded Rajiv Gandhi Government Women & Children Hospital at Ellapillaichavady, Puducherry:

Sl. No	Services to be outsourced
i	Electrical and plumbing maintenance including all required works like digging, masonry etc
ii	Cleaning and Sanitation services etc.
iii	Security
iv	Tailoring
v	Maintenance of Landscaping and Interior Garden
vi	Preparation and supply of Diet
vii	Laundry services
viii	Front Desk Management

2. The Directorate of Health & Family Welfare Services has the authority to select contractors/service providers for the services. Hence Directorate of Health & Family Welfare Services now invites Proposals in the form of Expression of Interest cum Request for Proposal [EOI cum RFP] through electronic procurement mode. The e-Procurement module covers the complete tendering process starting from online publishing of tender enquiries, online bid submission by the bidders, online bid opening, online bid evaluation and publication of award of contract.
3. The EOI cum RFP document is uploaded in the web site of the Directorate (health.puducherry.gov.in) and all the applicants who are willing to take up this Contract in response to the online bid called for by the Directorate of Health & Family Welfare Services are advised to download the document and submit the bids online in an encrypted format through e-Procurement application which is accessible through the NIC (<https://pudutenders.gov.in>) Under the e-Procurement the bidders are required to register on the CPP Portal using valid Digital Signature Certificate (DSC) and valid email address. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality & Cost Based Selection (QCBS) as described in this EOI cum RFP.
5. The EOI cum RFP includes the following documents:

Section 1 - Introduction

Section 2 – Instructions to Service Providers (including Data Sheet)

Section 3 - Criteria for Evaluation

Section 4 - Fraud and Corrupt Practices

Section 5 - Pre-Bid Conference

Section 6 – Miscellaneous

6. Please inform us, upon receipt:

- That you have received the letter of invitation; and
- Whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability.

7. A Pre-Bid conference will be held on (Date and time) 21.10.2016 at 10.00Hrs

8. EOI cum RFP submissions must be received online not later than 16.00Hrs IST on 03.11.2016 in the manner specified in the EOI cum RFP document at the address given below.

Address for communication:

The Director,
Directorate of Health & Family Welfare Services,
Victor Simonel Street
Government of Puducherry,
Puducherry – 605 001.

Tel :0413-2229350

Email :dms.pon@nic.in

Fax : 0413-2339351

1.0 INTRODUCTION

1.1 BACKGROUND

1.1.1 The Rajiv Gandhi Government Women & Children Hospital (RGGWCH) at Ellapillaichavady, Puducherry is a 700 bedded hospital housing the Maternity Hospital and Paediatrics (Medicine) Paediatric (Surgery). The RGGWC Hospital is constructed newly. The hospital functions under the control of the Directorate of Health and Family Welfare Services, Government of Puducherry. The hospital started the OP Department first in January 2011 and later started the Obstetrics & Gynaecology Department in June 2011 and the Paediatrics (Medicine) in January 2012 and planning to shift the Paediatrics (Surgery) too from the Indira Gandhi Government General Hospital & Post Graduate Institute, Puducherry.

1.1.2 The Hospital is four storied 700 bedded hospital with 512 beds for Obstetrics & Gynaecology and remaining beds for Paediatrics. The Hospital has got the following departments:

I. Out Patient Department for Paediatrics and Gynaecology Speciality.

OPD for OBG side – Separate consultation and examination rooms for Ante Natal cases, Gynaec cases, Post Natal cases and room for family planning procedures and rooms for ECG, USG, Cardio Tomograph and separate Infertility Consultation room and Colonoscopy cum minor procedure room. Rooms for General Surgeon and General Physician available. Separate rooms for HIV consultation (PPTCT programme)

OPD for Paediatric - Consultation/examination room for Paediatric medicine and surgery, Health Education room, physiotherapy room, injection room, dressing room, specimen collection room.

Separate rooms for Public Relation Officer and Social Workers.

II. Emergency Department (Casualty Block)

(A) Gynaecology side – Registration, consultation, examination room, injection room, delivery room available.

(B) Paediatric side – Consultation, examination and observation for emergency cases and one Operation Theatre for Paediatric emergencies.

III. In-Patient services

(A) Obstetrics & Gynaecology – Distribution of beds as follows

- (i) Antenatal – 60 beds
- (ii) Post natal – 200 beds
- (iii) Gynaec – 30 beds
- (iv) Abortion – 10 beds
- (v) MTP – 5 beds

- (vi) Post Partum ward – 40 beds
- (vii) Isolation – 4 separate rooms
- (viii) Special ward complex – 92 beds
- (ix) Single AC – 6 rooms
- (x) Single Non-AC – 6 rooms
- (xi) Twin beds – 8 rooms
- (xii) Four bedded – 10 rooms
- (xiii) 12 bedded – 2 rooms

A separate Labour room for Special Ward complex having three labour tables.

(i) Post Operative Ward Complex – 82 beds (fully air-conditioned)

- Obstetrics – 24 beds
- Post Partum – 24 beds
- Gynaec – 8 beds
- Paediatric surgery – 12 beds
- Intensive Care for Obstetrics – 10 beds
- Intensive Care for Paediatric Surgery – 4 beds

(ii) Labour Room complex – Fully Air conditioned. It encompasses one Clean Labour Room which can accommodate 20 labour tables and Septic Labour Room which can accommodate 5 labour tables, one Eclampsia room with 4 beds, one first-stage room and one Post natal observation room. Emergency Operation Theatres – one Clean OT with 2 tables and one Septic OT with recovery room is available in the Labour Room complex.

(iii) Operation Theatres complex – Modular Operation Theatres fully air- conditioned. Total 7 Operation Theatres with 11 tables.

- Obstetrics OT – 1 table
- Gynaec OT – 1 table (CLEAN AIR OT)
- Paediatric OT – 2 tables
- Post Partum OT – 3 tables
- Emergency OT – within Labour Room complex
 - Clean OT – 2 tables
 - Septic OT – 1 table
- One more emergency OT in Casualty – 1 table

(iv) Paediatric in-patient services –

- (a) Medical Paediatric ward – 100 beds
- (b) Surgical Paediatric ward – 30 beds
- (c) Neo Natal Intensive Care (NICU) –

- hospital born babies
- outside born babies 50 beds
- Paediatric intensive care

(IV) Supportive Services

a. Laboratories – fully air-conditioned with latest equipments

- Pathology Department
- Microbiology Department
- Haematology Department
- Bio Chemistry Department

b. Blood Bank – Fully air-conditioned and fully equipped

c. Radiology – with 200 mA X-ray & Mammography

- provisions made for installation of –

- CT scan
- 700 mA X-ray
- 500 mA X-ray
- Ultra Sound rooms
- Class rooms
- Provision for PACS in future.

d. CSSD – Central Sterile Supply Department with latest equipments

V. Administrative Unit

- Administrative wing
- EDP Centre
- One Conference Hall – fully air-conditioned with capacity of 150 seats
- Three Seminar Rooms
- One Library Hall

VI. Medical Records Department

VII. Dietary Unit

VIII. Hospital Stores

- a. General Stores
- b. Pharmacy Stores

IX. Workshop

- a. Civil
- b. Electrical
- c. Carpentry
- d. Painting
- e. AC plants

X. Mortuary

XI. Liquid Oxygen Unit

XII. Community Services, Central Admission office and Hospital enquiry. Parking area – for cars, scooters and cycles.

a. Community Centre

(i) Canteen

(ii) Fruit / Flower shop

(iii) Snack bar

(iv) Attenders waiting room with toilet and mike facility

XIII. Public Addressal system in patient waiting areas.

XIV. Lift – Total - 7 lifts 4 central, 1 sterile lift for sterile supply to OT & wards and 1 lift for dirty utility and one exclusively for supply of food.

1.1.3 The various facility services to be managed in the hospital and their quantitative details are more fully described in Clause 3.1 of Schedule 1 of the document.

1.1.4 The UT administration has been continuously striving with the intent of improving the functioning and performance of the hospital, the overall health sector and ultimately the health status of the people in the regions. With this mission the administration has brought few fundamental changes in policy and institutional arrangements of the health sector, and one such key reform includes involving private players in health care service delivery, improving quality and efficiency of health care institutions and generating new resources for health care.

1.1.5 Service delivery in health care facility consists of “The Cure” and “The Care” part. The Cure part is clinical services offered by the medical team whereas the Care part is the hospitality services within the hospital provided by skilled/semiskilled/unskilled providers. This Care part proves to be a major component in the patients’ hospital experience and selection of health care facility, and has therefore attained new dimensions at present. Now, patients being consumers of health care facilities are more demanding and knowledgeable, and inevitably better quality of services has to be delivered.

1.1.6 In the Indian healthcare scenario, private healthcare facilities are predominantly being preferred nowadays despite the cost factor for want of quality services even though the treatment in the public hospitals is free. The dominance of private sector in health services over Government healthcare services is essentially due to the better quality of the Care services available in the private sector hospitals. Since the inadequate Care part adversely affects the perception of patients about the public health facility, the Government has brought about the reform of involving private players to improve the quality of the facility management service for public hospitals and provide better care to the patients.

1.1.7 Facility Management Services (FMS) encompass renovation, maintenance, repair and operation of facilities, grounds and utilities at hospitals to ensure better functionality of the hospital environment. Hospitals are complex entities and broadly divided into critical and

non-critical areas. Non-critical areas are akin to other conventional offices whereas critical areas have special needs – like higher level of sterilization. Good FMS help to create an enabling environment for effective and efficient working of clinical services besides offering patients and their attendants a good and comfortable and pleasant hospital experience. Since the UT Administration has not been able to provide ample attention to upgrade the Care part of the public healthcare facilities owing to many constrains and challenges in the limited resources, the UT Administration proposes to outsource FMS comprising of the following services classified as “Soft Services” for the period of 3 years.

Sl.No	Services identified for outsourcing
i.	Electrical and plumbing maintenance including all required works like digging, masonry etc
ii	Cleaning and Sanitation services etc
iii	Security
iv	Tailoring
v	Maintenance of Landscaping and Interior Garden
vi	Preparation and supply of Diet
vii	Laundry services
viii	Front Desk Management

1.1.8 The Rajiv Gandhi Government Women & Children Hospital is functioning under the aegis of the Directorate of Health & Family Welfare of the Government of Puducherry and the Directorate(the “Authority”) is keen in improving the Care part of the public health care facilities through outsourcing Facility Management Services(the "**Contract**"). Therefore with a view to outsource the FMS on contract basis the Directorate invite bids online to award the contract to a private entity (the "**Contractor**") selected through e-Procurement module competitive bidding process. The Contract would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between the Employer (Directorate of Health & Family Welfare Services) and the Contractor (the "**Contract Agreement**").

1.1.9 In pursuance of the above, the Authority has decided to carry out the process for selection of a Service Provider in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

1.2 Request for Proposal

1.2.1 The Authority invites proposals from interested firms (the "**Proposals**") for selection of a Service Provider (the “Service Provider”) from whom the services mentioned in Clause 1.1.7 above would be outsourced.

1.2.2 The Authority intends to select the Service Provider through competitive online bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to be informed themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending

written queries to the Authority and attending a Pre-Bid Conference on the date and time specified in Clause 1.10

1.4.1 Sale of EOI cum RFP Document

1.4.1 The cost of this EOI cum RFP document is Rs.1,000/- (Rupees One Thousand only). This EOI cum RFP document shall be downloaded from the website of the Directorate (health.puducherry.gov.in, <https://www.py.gov.in> and <http://pudutenders.gov.in>)and the bidders are required to pay non-refundable fee Rs.1,000/- (Rupees One Thousand only) through **internet banking** enabled account with any of the list of Banks available in the SBI e-Pay as per online payment list enclosed. Any proposal submitted without the above prescribed non-refundable fees will be rejected.

1.4.2 The EOI cum RFP document shall be downloaded by the applicants who are willing to take up this Contract in response to the online bid called for by the Directorate of Health & Family Welfare Services.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 days** from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has proposed to adopt a two stage selection process (collectively the "**Selection Process**") in evaluating online the Proposals comprising technical and financial bids to be submitted online. In the first stage, online technical evaluation will be carried out as specified in Clause 3.0. Based on this online technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.1.1. In the second stage, online financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve. Selection after being completed shall not be a subject of dispute and cannot be questioned in any forum.

1.7 Currency and payment

All payments to the Service Provider shall be made in **INR only** in accordance with the provisions of this EOI cum RFP.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sl.No	Event Description	Estimated Date	
i	Last date for receiving Clarifications	17.10.2016(10.00 Hrs)	
ii	Pre-Bid Conference/Inspection	21.10.2016 (10.00 Hrs)	
iii	Proposal Due Date (PDD)	03.11.2016 (16.00 Hrs)	
iv	Online opening of Proposals		
	a	Technical Proposal	04.11.2016 (10.00 Hrs)
	b	Financial proposal	To be notified
vi	Signing of Agreement	Within 7days from submission of LoA	
vii	Validity of Applications	120 days from Proposal Due Date	

1.9 Pre-Bid visit and inspection of data

Prospective applicants may visit the office of the Medical Superintendent, Rajiv Gandhi Government Women & Children Hospital, Puducherry and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Senior Accounts Officer, Directorate of Health & Family Welfare Services, Puducherry.

1.10 Pre-Bid Conference:

The date, time and venue of Pre-Bid Conference shall be:

Date: 21.10.2016 at 10:00 hrs
Venue : Directorate of Health & Family Welfare Services,
Victor Simonel Street, Puducherry – 605001.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

The Director,
Directorate of Health & Family Welfare Services,
Puducherry – 605001
Phone: 0413- 2229350
Fax: 0413 -2339351
Email: dms.pon@nic.in
Official Website of the Authority is: <http://health.puducherry.gov.in>

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

EOI cum RFP Notice No 01 of 2016

“OUTSOURCING OF SERVICES FOR THE 700 BEDDED RAJIV GANDHI
GOVERNMENT WOMEN & CHILDREN HOSPITAL, PUDUCHERRY”

2.0 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Service are specified in this EOI cum RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Services, it may participate in the online Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted online, evaluated online and accepted online is explained in this EOI cum RFP.

2.1.2 Applicants are advised that the selection of Service Provider shall be on the basis of an online evaluation by the Authority through the online Selection Process specified in this EOI cum RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal online in the form and manner specified in this EOI cum RFP. The Technical proposal shall be submitted online in the form at Appendix-I and the Financial Proposal shall be submitted online in the form at Appendix-II. Upon online selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for online evaluation of its Proposal, the Applicant shall fulfil the following:

- A) **Technical Capacity:** The Applicant shall have, over the past **3(three)** years preceding the PDD, undertaken a minimum of 5 (**five**) Eligible Contracts with each Contract having a value of not less than Rs. 5.00crores as specified in Clause 3.1.4 of which 3 Eligible Contracts should be of not less than 300 bedded hospital.
- B) **Financial Capacity:** The Applicant shall have minimum turnover of Rs.10.00 crore (Rupee Ten crore) in each year over the past three years and shall have a minimum Net Worth (the "**Financial Capacity**") of Rs. 15.00 crores (Rupees fifteen cores only) as at the close of preceding financial year. For the avoidance of doubt, service fees hereunder refer to fees received by the Applicant for providing only similar services to its clients.
- C) **Condition of Eligibility for Key Personnel:** Each Facility Management Service should be headed by an Expert possessing Degree in the relevant field of service with professional experience of not less than 10 years in similar assignments.
- D) **Availability of Key Personnel:** The applicant shall offer and make available the Key personnel who would be the Expert meeting the requirements specified in the Clause (C) above.

2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from its statutory auditors [§] or the concerned client(s) stating the payments received during the past 3 years in respect of the Contracts specified in

[§]In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

Clause 2.2.2 (A) above. In case a particular contract has been jointly executed by the Applicant (as part of a consortium), he should further support his claim for the share in work done for that particular contract by producing a certificate from its statutory auditor or the client; and

- ii. Certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2 (B). For the purposes of this EOI cum RFP, Net Worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- iii. In addition to the financial and technical obligations, the applicants for the Contract are also required to give a brief description of the roles and responsibilities of the individual Members with reference to the Sub-Contract obligations.

2.2.4 The Applicant shall also be a Consortium and in such case the Members should submit a Power of Attorney in favour of the Lead Member as per Form-4 of Appendix-I and shall comply with the following requirements, provided however that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership:

- a) Number of Members in a consortium shall not exceed 3 (three);
- b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall be responsible for all the acts and deeds of all the Consortium Members. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-I, signed by all the other Members of the Consortium;
- d) the Application should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and Sub-Contract obligations;
- e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification; Any member who submits or participates in more than one application will be disqualified and will also lead to disqualification of the Consortium of which he is a member;
- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-II (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

- (i) convey the intent to perform all the obligations of the Service Provider in terms of the Contract Agreement, in case the Contract to undertake the Contract is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the Members, whose experience will be evaluated for the purposes of this EOI cum RFP , shall for the entire period of the contract continue to hold the declared equity ;
 - (v) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Service Provider in relation to the Contract;
- g) Except as provided under this EOI cum RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- h) The Application shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the Members of the Consortium; and
- i) One of the Consortium members should have purchased the EOI cum RFP documents from the Authority or have paid the non refundable fee of Rs. 1,000 (Rupees one thousand only) to the Authority as specified in the EOI cum RFP document.
- 2.2.5 In computing the Technical Capacity and Net Worth of the Applicant /Consortium Members under Clauses 2.2.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Central / State Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient, alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.2.9 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant,

it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

- 2.2.10 The purchaser of the EOI cum RFP document must be the Applicant itself or member of the Consortium submitting the application.
- 2.2.11 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility satisfactory to the Authority, as the Authority shall reasonably request.
- 2.2.12 The following conditions shall be adhered to while submitting an Application:
- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - b. Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification;
 - c. In responding to the submission of proposal the Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
 - d. In case the Applicant is a Consortium, each Member should substantially satisfy the requirements to the extent specified herein.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Service Provider provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Applicant, its consortium member (**the "Member"**) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an, Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.4.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While

providing consultancy services to the Authority for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g) a firm which has been engaged by the Authority to provide goods, works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof) and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

2.3.4 For purposes of this EOI cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or "Best. Friend Relationship" with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/Service Providers for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "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 or by contract.

2.3.5 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to any consulting

assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Service Provider shall include a partner in the Service Provider's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Service Provider was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict) of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Services. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

The quantitative details of the hospital and facilities in the hospital are enclosed as Annexure as given Clause 1.1.3 and also in Clause 1.12 of Schedule-I (TOR). The information in these Clauses is indicative and hence Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the exact quantitative details and also availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

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

- a. made a complete and careful examination of the EOI cum RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the EOI cum RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority 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 concerning or relating to EOI cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 **Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this EOI cum RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection 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 there for.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the **Authority reserves the right to consider the next best Applicant**, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. **DOCUMENTS**

2.9 **Contents of the EOI cum RFP**

This EOI cum RFP comprises the Disclaimer set forth hereinabove and the contents as listed below will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- i. Introduction
- ii. Instructions to Applicants
- iii. Criteria for Evaluation
- iv. Fraud and corrupt practices
- v. Pre-Bid Conference
- vi. Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

- Annex-1: Terms of Reference
- Annex-2: Estimate of Costs
- Annex-3: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

4 Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Details of Eligible Assignments of the Applicant
- Form 7: Abstract of Eligible Contracts of the Applicant
- Form 8: Joint Bidding Agreement
- Form 9: CV of Experts

Appendix –II: Financial Proposal

- Form 1: Covering Letter
- Form 2: Financial Proposal
- Form 3: Estimate of Costs

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the EOI cum RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification: "Queries/Request for Additional Information concerning EOI cum RFP" The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the EOI cum RFP document without identifying the source of queries.
- 2.10.2 The Authority reserves the right to not to respond to any questions or provide any clarifications in its sole discretion and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of EOI cum RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an

Applicant, modify the EOI cum RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the EOI cum RFP document) by fax or e-mail.

- 2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the EOI cum RFP document. The amendments will also be posted on the Official Website along with the revised EOI cum RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to provide the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this EOI cum RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this EOI cum RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this EOI cum RFP) and clearly written as "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, written as "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.13.3 The Proposal, and its copy, shall be typed or written in ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorized Representative**") as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
 - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - d) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Except as specifically provided in this EOI cum RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal online in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power of attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Key Personnel/Expert have been included;
- d) Key Personnel/Expert have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (C) of the EOI cum RFP;
- e) No alternative proposal for any Key Personnel/Expert is being made and only one CV for each position has been furnished;
- f) The CVs have been recently signed and dated by the respective Key Personnel/Expert and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- g) The CVs shall contain an undertaking from the respective Key Personnel/Expert about his/her availability for the duration specified in the EOI cum RFP;
- h) Key Personnel/Expert proposed have good working knowledge of English language;
- i) Key Personnel/Expert would be available for the period indicated in the TOR locally i.e. at Puducherry.
- j) No Key Personnel/Expert should have attained the age of 65 years at the time of submitting the proposal or during the currency of the contract if awarded,
- k) Valid Registration with the Labour Department, Puducherry is submitted, and
- l) The proposal is responsive in terms of Clause. 2.22.5.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the Proposal liable to be rejected.

2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the EOI cum RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority here under.

2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the

eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into an Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI cum RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Service Provider, as the case may be.

2.14.7 In such an event, the Authority shall forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal online in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Services (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed digitally by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, conveyance, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to Deduction of Taxes at Source as per Applicable Laws.
- c) Costs (including break down of costs) shall be expressed in INR.

2.15.3 In case of tie between the bidders in the lowest lump sum fees (L1) quoted i.e. the lowest lump sum fees quoted by more than one bidder are the same, the Proposal with the higher technical score shall be considered, and in the event of tie in the technical score between such lowest bidders the Directorate of Health & Family Welfare Services will break the tie by inviting fresh Financial bids online from such bidders who are so tied. The new Financial Bid submitted by such tied Bidders shall not be more than their respective original Financial Bid. The original Financial Bids of such tied Bidders will be annulled only when the new Financial Bids are received from the respective Bidders. The bidder quoting the lowest lump sum Fees (which shall not be more than the lump sum Fees quoted in the original Financial

Bid resulting in the tie) will be selected as the Preferred Bidder. Directorate of Health & Family Welfare Services will issue the Letter of Award to the Preferred Bidder.

2.15.4 Directorate of Health & Family Welfare Services shall be entitled to cancel the Letter of Award issued to the Preferred Bidder and at its sole discretion invite the remaining other Bidders in the order of preference (ranked lowest to highest, as per their respective Financial Bids) for providing services, provided such Bidder agrees to match the Financial Bid of the **L1** Preferred Bidder and comply with such conditions as may be imposed by Directorate of Health & Family Welfare Services, if the Preferred Bidder-

- Withdraws his Bid during the period of validity of his Bid;
- Fails or refuses to comply with the stipulations in the Letter of Award
- Fails or refuses to execute the Agreement within the stipulated time;
- Fails or refuses to furnish the Performance Security
- Commits a material breach of any of the terms and conditions contained in the EOI cum RFP Document.

2.16 **Submission of Proposal**

2.16.1 The Applicants shall submit the document of the Proposal downloaded from official website in hard bound form with all pages numbered serially and by giving an index of submission. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this EOI cum RFP. The Applicant shall be responsible for the accuracy and correctness of the documents of the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document.

2.16.2 The Proposal submitted in hard copy shall be sealed in an outer envelope which will bear the address of the Authority, EOI cum RFP Notice number, Service Provider name as indicated at Clause 1.11.1 and 1.11.2 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Authority"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format (Form 1 of Appendix-I) the Forms 2 to 9 of Appendix-I and the supporting documents such as copy of Memorandum and Articles of Association, if the Applicant is the body Corporate, and if partnership then copy of Partnership Deed, and copies of Applicant's duly audited balance sheet and profit and loss account for the preceding 3 years. The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms- 1 & 2 and 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical

Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on PDD failing which such firm/company/individual applied through online will not be considered. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this EOI cum RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Service Provider under the Agreement.
- 2.16.8 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.17 **Proposal Due Date**

- 2.17.1 Proposal should be submitted online before time on the PDD specified at Clause 1.8 in the manner and form as detailed in this EOI cum RFP. A receipt/acknowledgment thereof should be obtained online.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 **Late Proposals**

Hard copy of the proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 **Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

A Bid Security for an amount of Rs.1,00,000/- (Rupees one lakh only) through **internet banking** enabled account with any of the list of Banks available in the SBI e-Pay as per online payment list enclosed. Those proposals not accompanied by Bid Security will be treated as Non responsive and such proposals will be rejected. Bid Security of the Preferred Bidder will be returned after the Performance Security is obtained and the agreement is signed. The Bid Security of the unsuccessful bidders will be returned within two weeks of completion of the selection process. Directorate of Health & Family Welfare Services is entitled to cause forfeiture of the **Bid Security** if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

2.21 Performance Security

2.21.1 Within five days of the date of the Letter of Award from Directorate of Health & Family Welfare Services and prior to execution of the Agreement, the Preferred Bidder shall furnish to Directorate of Health & Family Welfare Services a Performance Security in the form of an irrevocable revolving Bank Guarantee from any Scheduled Bank, in favour of "Directorate of Health & Family Welfare Service" enforceable and en-cashable in Puducherry for an amount equivalent to 10% of awarded lump sum fees as quoted by the Service Provider in the Financial Proposal as per the Appendix II. Failure to submit the Performance Security will be taken as a ground for rejection of the bidder. Performance Security will remain in force until the satisfactory completion of the award of contract.

2.21.2 The Applicant, by submitting its Application pursuant to this EOI cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as per the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the EOI cum RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this EOI cum RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 From the time bids are opened to the time the contract is awarded, if any service provider wishes to contact Directorate of Health & Family Welfare Services on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence Director of Health & Family Welfare Services, in the Directorate of Health & Family Welfare Services' evaluation proposal, proposal comparison or contract award decisions, shall result in the rejection of the Service Provider's proposal.

2.22.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 2.22.3 The Authority shall open the Proposals online **at the time and date specified in Clause 1.8** and in the presence of the Applicants who choose to attend. The "Technical Proposal" shall be opened first and the "Financial Proposal" shall be opened at a later date.
- 2.22.4 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.5 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI cum RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix - 1
 - b) it is received by the PDD including any extension thereof pursuant to Clause 2.17.
 - c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16.
 - d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4.
 - e) it contains all the information (complete in all respects) as requested in the EOI cum RFP.
 - f) it does not contain any condition or qualification,
 - g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the EOI cum RFP for each Eligible Contract,
 - h) it contains non- refundable fee of Rs.1,000 (Rupees one thousand only) towards the cost of the EOI cum RFP document,
 - i) it is accompanied by the Jt. Bidding Agreement (for Consortium) specific to the Contract
 - j) it contains duly audited balance sheet and profit & loss account for the preceding 3 years;
 - k) it contains the Memorandum & Articles of Association, if the Applicant is a body Corporate, and if a partnership then a copy of its partnership deed, and
 - l) it is not non-responsive in terms hereof.
- 2.22.6 The Authority reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.7 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3 of this EOI cum RFP.
- 2.22.8 After the technical evaluation, the Authority shall prepare a list of pre- qualified Applicants in terms of Clause 3.2 for opening of their financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representative(s) of Applicants who choose to be present.

The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation shall be carried out in terms of Clauses 3.2.

- 2.22.9 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.10 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Services are subsequently awarded to it.
- 2.22.11 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.22.12 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant Contract from computation of the Eligible Score of the Applicant.
- 2.22.13 In the event that an Applicant claims credit for an Eligible Contract and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.8.1 and 2.8.2.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring

clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

- 2.24.3 The Authority reserves the right to call for supporting documentation to verify the data provided by Applicants, at any time during the Qualification process. The Applicant in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Applicant is liable to be disqualified at any stage of the evaluation and short listing process.

E. APPOINTMENT OF SERVICE PROVIDER

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Service Provider under this EOI cum RFP. Issues such as proposed methodology, deployment of man-power, etc and understanding of the EOI cum RFP shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next Applicant as the Selected Applicant and invite it for negotiations.

- 2.25.2 The Authority will examine the credentials of all Sub-Service Providers/ Consortium Members proposed for these Services and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.26 Indemnity

The Service Provider shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Services

After selection, a Letter of Award (the "LOA") shall be issued online and by post in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within **7 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Service Provider fails to sign the Agreement the Authority may invite the next Applicant for negotiations.

2.29 Commencement of Assignment

The Service Provider shall commence the Services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Service Provider fails to commence the assignment as specified herein, the Authority may impose a penalty per day @ of 0.05% of the annualized contract value for a maximum of 10 days of default and invite the next Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Service Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Service Provider to the Authority in relation to the Services shall be the property of the Authority.

3.0 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience and only those applicants whose Technical Proposals score 50 points or more out of 100 shall be shortlisted.

3.1.2 The scoring criteria to be applied for evaluation would be as follows,

A. Minimum no. of Eligible Contracts as specified in Clause 3.1.4 – 5 nos. in the last three years with each Contract having a value of not less than Rs. 5.00 crores.

B. Minimum amount of turn over Rs. 10.00 crores p.a

C. Minimum amount of Net Worth Rs. 15.00 crores

3.1.3 Scoring criteria:

Item Code	Personnel	Marks	Criteria
1	Experience of Applicant	60	i. Specific experience of the Applicant related to the assignment 30 (10,10,10) <ul style="list-style-type: none"> • Experience – No. of similar assignments • Innovativeness of such business plan • Result of implementation of such business plan. ii. Adequacy of the proposed work plan & methodology in responding to the TOR 30(5,5,10,10)

			<ul style="list-style-type: none"> • Approach • Methodology • Work plan • Innovativeness & remarks on TOR
2	Qualification & Experience of Key personnel to be deployed for the project	20	i. General qualifications 10 (6,4) - Degree in the relevant field of Facility Management Service proposed for the project. - Less than Degree in the relevant field of Facility Management Service proposed for the project. ii. Experience in similar project 10 (6,4) - Experience in the proposed Facility Management Services field. - Experience in other service fields.
3	Financial strength of the Applicant	20	i. Turnover 10 ii. Net worth 10
Grand Total		100	

3.1.4 Methodology for awarding marks:

- i. Eligible contracts: While awarding marks for the number of Eligible Contracts/Turnover/Net Worth, the Applicant that has undertaken the highest number of Eligible Contracts and has highest Turnover /Net Worth shall be entitled to the maximum score for the respective category and all other competing Applicants shall be entitled to a proportionate score. No score will be awarded to an Applicant for fulfilling the eligibility criteria of a minimum number of Eligible Contracts/Turnover/Net Worth and only Contracts/Turnover/Net Worth exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, (i) if the minimum number of Eligible Contracts for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant and only the balance remaining will be considered for awarding scores relating to the number of Eligible Contracts on a proportionate basis and (ii) if the minimum Turnover is Rs. 1.00 crore then an equivalent value will be ignored for each Applicant and only the balance remaining will be considered for awarding scores relating to the value of Turnover on a proportionate basis and (iii) if the minimum Net Worth is Rs. 1.00 crore then an equivalent value will be ignored for each Applicant and only the balance remaining will be considered for awarding scores relating to the value of Net Worth on a proportionate basis
- ii. Qualification of personnel engaged: While awarding marks for the qualification of the personnel the marks earmarked for the respective qualification will be followed.

3.1.5 Eligible Contracts

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI cum RFP, services/assignments granted by the Central and State Government or recognized and reputed private Hospitals and Health Institutions shall be deemed as Eligible Contracts.

Provided that all Eligible Contracts relating to Contracts based on the same Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.

3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out. The Applicants who have obtained minimum 50% in the technical evaluation will be intimated and called for opening of financial bid.

3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

3.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

3.3.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.

4.0 FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI cum RFP, the Authority shall reject a Proposal without being

liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter *alia*, time, cost and effort of the Authority, in regard to the EOI cum RFP, including consideration and evaluation of such Applicant's Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Service Provider shall not be eligible to participate in any tender or EOI cum RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Service Provider, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Contract or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Service Provider/ adviser of the Authority in relation to any matter concerning the Contract;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

5.0 PRE-BID CONFERENCE.

- 5.1 Pre-Bid Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the EOI cum RFP document shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant. Applicants are also advised to intimate the details of the representatives who will be attending on their behalf to the officer designated in clause 2.13.3 at least one day prior to the conference.
- 5.2 During the course of Pre-Bid Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6.0 MISCELLANEOUS

- 6.1 The Selection Process shall, be governed by, and construed in accordance with, the laws of India and the Courts at "Puducherry/Hon'ble High Court of Chennai" shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and /or cancel the selection Process and /or amend and /or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Applicant in order to receive clarification or further information;
 - c) Retain any information and /or evidence submitted to the Authority by, on behalf of and /or in relation to any Applicant; and /or
 - d) Independently verify, disqualify, reject and /or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and /or performance of any obligations hereunder, pursuant hereto and /or in connection herewith and waives any and all rights and /or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE – 1

(See Clause 1.1.3)

**Outsourcing of services in the 700 bedded Rajiv Gandhi
Government Women & Children Hospital,
Puducherry**

TERMS OF REFERENCE (TOR)

Terms of Reference (TOR)

1.2 General

1.3 The Union Territory of Puducherry consists of four geographically isolated erstwhile French settlements with Puducherry, Karaikal, Mahe and Yanam on the Eastern and Western coasts of India. Puducherry is on the east coast, about 162 kms south of Chennai (Madras) and Karaikal is 140 kms further South near Nagapattinam in East Coast, Mahe lies in the West Coast of Kerala and Yanam is in the East Coast of Andhra Pradesh. The total area of all the four regions is 479 kms with 12.44 lakh population as per 2011 Census.

1.4 The Health care provision for the four divergent districts is a logistical challenge due to their geographical location as enclaves in the south Indian states of Tamil Nadu, Kerala and Andhra Pradesh. But, despite this challenge the Union Territory of Puducherry has been adjudged as the best in the country in healthcare delivery services.

1.5 The population of Puducherry has an accessible medical care within an average distance of 1.18 kms through a network of Primary Health Centres, Sub Centres, Disease specific clinics besides Hospitals. In the UT of Puducherry there are 8 hospitals, 4 CHCs, 15 Urban PHC, 24 Rural PHC, 24 Urban Sub-Centres and 52 Rural Sub-Centres. The per capita expenditure on Health Care Services is Rs.1,658/-. Annually over 48 lakhs out-patients and 1.5 lakhs in-patients are treated at the various Government medical institutions of Union Territory of Puducherry.

1.6 The overall health indicators in Puducherry have been encouraging compared to the national indicators. A snapshot of the health indicators given below would vouch for this credit.

Sl.	Item	Unit	As on 31-3-2008	As on 31-3-2009	As on 31-3-2010	As on 31-3-2011	As on 31-3-2012
1	Birth Rate	Per 1000 population	16.4	16.4	16.4	31.18	30.47
2	Death Rate	Per 1000 population	7.5	7.5	7.5	8.55	9.20
3	Infant Mortality Rate	Per 1000 live births	25.0	25.0	25.0	25.19	27.16
4	Bed - Population Ratio	Ratio	1:485	1:502	1:527	1:502	1:527
5	Doctor - Population Ratio	Ratio	1:2170	1:2283	1:2187	1:2283	1:2187
6	Nurse – Population Ratio	Ratio	1:964	1:1014	1:1065	1:1014	1:1065
7	Doctors : Nurses	Ratio	1:2	1:2	1:2	1:2	1:2
8	Eligible Couples	Nos.	167500	172290	176854	178771	171329

1.7 The Government Maternity Hospital, now rechristened as Rajiv Gandhi Government Women & Children Hospital, has contributed to a great extent in the delivery of best health care services by the Government. The performance report of this hospital tabulated below containing some important indicators stands testimony of the best health care services offered by the Government:

Sl. No	Description	2014-2015	2015-2016	Apr & May 2016
1	Out-Patients	218524	226765	33484
2	No.of Beds	435	435	870
3	Bed Occupying Rate%	80.54	77.98	72.90
4	Admission (Nos)	22547	22774	3726
5	Discharge (Nos)	22269	20945	3387
6	Deliveries (Nos)	9086	8608	1293
	Labour Natural	1922	1680	260
	Labour Complex	3626	3609	554
	Labour Operative	3527	3266	477
	Forceps	1	18	2
	Vaccum	10	35	0
	LSCS (Caesarean)	2034	2069	291
	LSCS & ST(Caesarean)	1503	1197	186
7	Birth (Nos)	9157	8679	1309
	Male	4797	4477	678
	Female	4360	4202	631
	Still Birth (Nos)	88	69	16
	Male	55	40	8
	Female	33	29	8
	Live Birth (Nos)	9069	8610	1293
	Male	4742	4441	670
	Female	4327	4169	623
	Low Birth Weight (> 2.5kg)	1093	1157	171
8	Family Welfare			
	Tubectomy Operations	3039	2538	441
	M.T.P. (Nos)	170	169	55
	I.U.C.D	1464	1623	213
9	Abortion (Nos)	621	672	146
10	Operation (Nos)	11208	10596	1693
	Obstetric (Major)	5066	4382	642
	Obstetric (Minor)	5490	5369	858
	Gynaecology (Major)	390	480	133
	Gynaecology (Minor)	262	365	60
11	Anaesthesia cases (Nos)	5849	5417	859
	Elective	2898	2686	459

Sl. No	Description	2014-2015	2015-2016	Apr & May 2016
	Emergency	2951	2751	400
12	Radiology (X-Ray)	5108	5037	776
13	Scan Ultra Sound	12151	12496	1985
	Radiology Scan (US)	9191	8530	1372
	Doppler Study	3953	4034	613
	Hystero-Salpingogram(HGS)	2	19	12
	Mammogram	254	224	35
14	ECG	5946	7160	1220
15	Prenatal Mortality (Nos)	125	91	23
	Dead Born	87	69	16
	Neo-Natal Death	43	30	10
	0 - 7 days	39	23	7
	8 - 28 days	4	7	3
16	Adult Mortality (Nos)	2	1	0
	Maternal Morality (Nos)	2	1	0
17	Lab. Investigation (Total)	516113	515552	86888
	Haematology	327043	299711	50985
	Biopsy	780	1374	101
	Papsmear	1792	1866	312
	Microbiology	2102	10424	1703
	Bio-chemistry Lab	184396	202177	33787
18	Polio given at Birth	9024	8605	1291
19	BCG	9024	8605	1291
20	Hepatitis-B at Birth	8979	8540	1290
21	TT 1st dose	192	227	53
	TT 2nd dose	128	145	22
22	Blood Units Issues	1265	1639	168
23	Diet to Patients	115856	115041	18310
24	Death Average			
I	P.Mortality Rate (PMR)	13.35	10.51	17.52
II	Still Birth Rate (SBR)	9.15	8	12.34
III	N.Death Rate (NMR)	4.76	3.43	7.35
IV	Adult Death Rate	0.09	0.05	0.00
V	Mat. Death Rate (MMR)	0.2	0.1	0.00
VI	LSCS Rate	35.72	38	37.63

1.8 The UT Administration has launched several schemes and programmes in the Union Territory of Puducherry- to name a few – improvement of the overall health of adolescent girls, integration of leprosy, blindness control & prevention programme activities in the School Health

Programme with long term future vision of promotion of positive health, etc. The Union Territory of Puducherry is declared as Leprosy Free State. 100% Pulse Polio Immunization successfully achieved throughout the state. Medical assistance is extended for treatment of life threatening diseases to patients below poverty line category by the Puducherry Medical Relief Society for the past ten years.

- 1.9 In the treatment of tuberculosis, conversion rate more than 90% and a cure rate above 90% is achieved. To control the incidence of Filarial and Malarial diseases, Anti larval activities and Surveillance activities are carried out to all citizens in the UT of Puducherry.
- 1.10 The Hospital has been equipped with latest medical equipments like CT Scan, MRI Scan, Cardiac Monitors, etc. A separate geriatric ward for senior citizens is available. Hospital Information System has been established through computerization and transmission of various investigation results to the wards. Post graduate courses (DNB) in 7 disciplines are offered. C.T Scan facilities have been established at Govt. General Hospital, Mahe. Telemedicine Centre for establishing contact with premier health institutions of the country and abroad is functioning. 25 numbers of Ambulances have been purchased and provided to all the PHCs for transportation of critical patients from rural areas. Monetary incentives are provided to the patients for promotion of Institutional Deliveries under JSY. The pregnant women living below poverty line are assisted with Rs.700 in rural areas and Rs.600 in urban areas in case they deliver in a health institution.
- 1.11 The Administration has some Unique Facilities and extends various welfare programs towards well being of the society. The UT administration has been continuously striving with the intent of improving the functioning and performance of the health sector and ultimately the health status of the people in the regions. With this mission the administration has brought few fundamental changes in policy and institutional arrangements of the health sector, and one such key reform initiatives includes involving private players in health care service delivery, improving quality and efficiency of health care institutions and generating new resources for health care.
- 1.12 Service delivery in health care facility consists of “The Cure” and “The Care” part. The Cure part is clinical services offered by the medical team whereas the Care part is the hospitality services within the hospital provided by skilled/semiskilled/unskilled providers. This Care part proves to be a major component in the patients’ hospital experience, selection of health care facility and has therefore attained new dimensions at present. Now, patients being consumers of health care facilities are more demanding and knowledgeable, and inevitably better quality of services has to be delivered.
- 1.13 In the Indian healthcare scenario, private healthcare facilities are predominantly being preferred nowadays despite the cost factor for want of quality services even though the treatment in the public hospitals is free. The dominance of private sector in health services over Government healthcare services is essentially due to the better quality of the Care services available in the private sector hospitals. Since the inadequate Care part adversely affects the perception of patients about the public health facility, the Government has brought about the reform of involving private players to improve the quality of the facility management service for public hospitals and provide better care to the patients.
- 1.14 Facility Management Services (FMS) encompass renovation, maintenance, repair and operation of facilities, grounds and utilities at hospitals to ensure better functionality of the

hospital environment. Hospitals are complex entities and broadly divided into critical and non-critical areas. Non-critical areas are akin to other conventional offices whereas critical areas have special needs - like higher level of sterilization. Good FMS help to create an enabling environment for effective and efficient working of clinical services besides offering patients and their attendants a good and comfortable and pleasant hospital experience. Since the UT Administration has not been able to provide ample attention to upgrade the Care part of the public healthcare facilities owing to many constraints and challenges in the limited resources, the UT Administration proposes to outsource FMS comprising of the following "Soft Services" and "Hard Services" for a period of three years from the date of award of the contract:

Sl.No.	Facility Management Services to be outsourced
1	Electrical and plumbing services including power room, Generators, water pump motors, Medical Gas Plant Operation, Carpentry works, 2 nos. of Autoclave operator helpers and 2 nos. of Manifold operator helpers etc.
2	Cleaning & Sanitary services including Pest Control measures and patients shifting services, loading and unloading services
3	Security Services including lift operation, Monitoring of CCTV and operation of Intercom system(EPABX)
4	Tailoring services
5	Maintenance of Landscaping and interior gardening
6	Preparation and supply of diet to in-patients
7	Laundry services
8	Front Desk Management

2.0 Objective

2.1 The objective of this Service (the "**Objective**") is:

- i. to minimize safety hazards to hospital staff and patients and their attendants;
- ii. to improve the quality of hospitality services and patients' satisfaction;
- iii. optimization of cost and performance overtime;
- iv. better monitoring and efficient & effective management of ancillary services;
- v. to reduce cross-infection and hospital acquired-infection; and
- vi. to improve hospital ambience.

3.0 Scope of Services

3.1 The scope of the Service Provider will be to supply suitably qualified and experienced man power for delivering the services effectively and efficiently. The description and quantitative details, description of desired maintenance and nature of work, the conditions to be followed and the man power required to be deployed in each Facility Management Service are tabulated below. The Service Provider shall deploy where ever required Registered/Licensed engineers/skilled personnel satisfying the norms and regulations laid down by the Regulators/Government Authorities.

A. Electrical and plumbing services including power room, generators, water pump motors, Medical Gas Plant Operation, carpentry works etc.

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
<p>a. Electrical Including Power Room & Generators:</p> <p>i) 22KV Double pole structure with AB switch</p> <p>ii) 22KV 650 AMP SF6 Breaker – 5 Nos.</p> <p>iii) 22KV 630 KVA Distribution Transformer – 2 Nos.</p> <p>iv) 1250 MV cubical type change over panel board– No.</p> <p>v) 320 KVA Diesel Generator set 2 Nos.</p> <p>vi) LT distribution panel board for Light load, power load and a/c. load – 20 boards approximately</p> <p>vii) MCB distribution boards - 30 Nos. Approximately.</p> <p>viii) General electrical maintenance of 20 KVA-2 Nos.,15KVA-1 Nos., 10KVA-1 No.,5KVA-2 Nos., and 2 KVA 12 Nos. on line UPS approximately.</p> <p>ix) General electrical maintenance of ceiling fan, tube light fittings, ceiling light fittings, CFL fittings and other electrical fitting</p> <p>x)High mast light fitting 12 Nos., Street light fitting single and double – 22 Nos.</p>	<p>24 hours maintenance on 3 shift basis.</p>	<p>All consumables & tools/equipments to be arranged by the company. Spares to be arranged by the hospital and the replaced/defective spares to be returned to the hospital.</p> <p>This service should be undertaken only by qualified and Registered/Licensed Electrical Engineer.</p> <p>The related works like digging, masonry etc for electrical and plumbing maintenance has to be done by the service provider.</p>
<p>b. Plumbing Including Water Pump Motors:</p> <p>i) Pump lifting water from sump to OHT – 15 HP – 2 Nos.</p> <p>ii) Submersible pump lifting water from bore well(121 mts) to sump- 15 HP – 1 No.</p>	<p>-do-</p>	
<p>c. Medical Gas Plant: Gas plant pump room operation</p>	<p>-do-</p>	
<p>d. Carpentry:</p> <p>i) Door 876 Nos. (Panelled and glazed doors)</p> <p>ii) Windows 640 Nos.</p>	<p>Proper maintenance & replacement if required in case of repairs.</p>	

Manpower Required

Sl.No.	Designation	General shift 8 Am to 6PM	I shift 6 AM to 2 PM	II shift 2 PM to 8 PM	III shift 8 Pm to 8 AM	Reliever	Total
1	Supervisor/In-charge -Senior HT Technician for Electrical & Plumbing works	1	0	0	0	0	1
2	Electrician	0	2	2	1	3	8
3	Plant room & Generators Operators	0	1	1	1	1	4
4	Plumber cum Fitter	2	0	0	1	1	4
5	Gas Plant Operator	1	0	0	0	0	1
6	Carpenter	1	0	0	0	0	1
7	Carpenter-Helper	1	0	0	0	1	2
	Total						21

B. Cleaning & Sanitary Services Including Pest Control Measures & Patients Shifting Services

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
Floor area - 3 lakhs sq.ft., Rest rooms/Bath - 46 nos. WC-354 nos.	Special wards rest rooms to be cleaned every four hours. Other rest rooms to be cleaned thrice every day. Floor areas to be cleaned once in every shift. Open area inside & outside hospital, parking area, dormitory and service road within the complex to be cleaned twice daily. Shifting of patients within the hospital. Hospital wastes to be collected in colour coded bags as per Bio-Medical Waste Management Handling Rules. Municipal wastes to be handed over to the Municipality and Bio-Medical wastes to be handed over to the company identified by the Department/Hospital authorities. Other wastes to be suitably are disposed off through appropriate system.	All consumables and tools/equipments to be arranged by the company. Standard scented phenyl stain removers to be used. Pest Control dilutes recommended by the pest control management of India to be used.

	All types of pests/insects/rodents to be controlled effectively & efficiently. Dog menace to be controlled inside the hospital premises.	
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Manpower Required

Sl. No.	Designation	General shift 8 Am to 6PM	I shift 6 AM to 2 PM	II shift 2 PM to 8 PM	III shift 8 Pm to 8 AM	Reliever	Total
1	Supervisor	0	1	1	1	1	4
2	House keeping	-	45	25	25	25	120
3	House Keeping Waste collection work	-	2	2	1	1	6
	Total						130

C. Security including lift operation, monitoring of CCTV and operation of Intercom system (EPABX)

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
No. of lift – 9 No. of CCTV cameras – 16 Intercom connections (EPABX)- 300 connection Fire hydrants - 16 Nos. Fencing to lawns areas - 520 mts. External water supply & sanitary fittings, pipe lines, ETP system, fire fighting pump house materials, OHT, solar water installation at terrace, lightening arrestors, etc.	Security services to be maintained round the clock on shift basis in all gates, registration counters, entrances to OPD, casualty and in each floor of the hospital. Intercom(EPABX) to be operated round the clock.	All consumables and tools/equipments to be arranged by the company. This service should be undertaken only by qualified and registered security personnel.

Manpower Required

S. No.	Designation	Morning shift 8 Am to 8PM/ Main lift-3 OT lift -1	Night shift 8 Pm to 8 AM Main lift-1 OT lift -1	Reliever	Total
1	Lift Operation	4	2	2	8
2	CCTV & Intercom monitoring	1	1	0	2
3	Security Supervisor	1	1	1	3
4	Security Guards	13	8	5	26
	Total				39
<p><u>Morning shift:</u> Main gate-2, Main Lobby-1, Casualty& Dormitory-1, Operation theatre & Post Operative Ward-1, Labour Room &Gynac Ward-1, Ante-Natal & Special ward-1,Medical Paediatric ward(III Floor)-2, Back side entrance-1, OPD Gynac side and Paediatric side-2 and IV floor-1 Total=13</p> <p><u>Night shift:</u> Main gate-2, Main Lobby-1,Casualty & Dormitory-1, I floor -1, II floor-1, III floor-1, IV floor-1 , Total=8</p>					

D. Tailoring

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
Tailoring service	Tailoring requirements of the hospital linen including alterations/repairing works as entrusted by the nursing staff to be carried out on daily basis.	All consumables & tools/equipments to be arranged by the company.

Manpower Required

Sl.No.	Position	General shift 8 Am to 6PM	Reliever	Total
1	Tailor	1	0	1

E. Landscape and Interior Garden

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
Garden area 1800 sq.mt.	To clean, trim, manure, water the plants and landscape daily, and keep the plants and landscape free of insects.	All consumables & tools/equipments to be arranged by the company.

Manpower Required

Sl. No.	Position	General shift 8 Am to 6PM	Reliever	Total
1	Gardaner	3	1	4

F. Preparation & supply of Diet to In-Patients

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
Present strength of hospital in-patients -450. (The strength of in-patients is not constant and is expected to increase to a maximum of 700 nos.)	To provide food (diet & Non-diet items) daily as per menu of the Dietician of the hospital	Diet trays and suitable diet transport trolleys have to be provided. Rice, Groceries and diet materials for preparation of food will be arranged by hospital authorities.

For 450 In-patients

Sl. No.	Designation	I shift 6 Am to 2 PM	II shift 12 noon to 8 PM	Reliever	Total
1	Steward/Supervisor	1	1	0	2
2	Asst. Store Keeper	0	1	0	1
3	Clerk/Typist	1	0	0	1
4	Head Cook	1	1	0	2
5	Cook	4	2	1	7
6	Bearers	10	6	3	19
7	Attenders	4	3	1	8
	Total	21	14	5	40

G. Laundry Services

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
Linen items such as bed linen, pillow covers, OT linen, screen, curtains, nursing personnel uniforms are to be steam laundered, ironed and supplied.	The washed linen to be returned to the respective wards within 3 days. Bed linen to be changed every day.	All the consumables and tools/equipments to be arranged by the company.

Manpower Required

Sl. No.	Designation	General shift 8 AM to 6 PM	Reliever	Total
1	Laundry operation	3	1	4
	Manpower used for washing outside hospital			6
	Total			10

H. Front Desk Management

Description & quantitative details of facilities to be managed	Description of desired maintenance & nature of service	Conditions
No. of out patients census for the past 6 months: Jan 2016 – 19,085 Feb 2016 – 18,748 Mar 2016 - 19,466 Apr 2016 - 16,394 May. 2016 - 17,090	To undertake computerized registration in OPD of O&G and Paediatrics Department from 8 AM to 10.30 AM. Casualty registration counter to be managed in shift basis round the clock.	The personnel should have good communication skills in English and Tamil

Manpower Required

Sl. No.	Position	General shift 8 Am to 4 PM	I shift 6 AM to 2 PM	II shift 2 PM to 8 PM	III shift 8 Pm to 8 AM	Reliever	Total
1	Front Office Executive	1	0	0	0	0	1
2	Office Assistant	5 Main Registration-4 Paediatric Registration-1	1 Casualty registration	1 Casualty registration	1 Casualty registration	2	10
	Total	6	1	1	1	2	11

3.2 Roles and Responsibility of the Service Provider:

- i. Recruiting trained man power for provision of quality services
- ii. Providing necessary equipment for mechanization wherever required
- iii. Manning and operating different 24 x 7 FM Services
- iv. Maintaining the supply chain of consumables
- v. Adhering to the applicable laws and regulations
- vi. Reporting as per the expected norms of the terms of reference
- vii. Coordinating with the hospital staff for delivering the services
- viii. Auditing the centre as per the norms of the organization for service delivery and expenditure incurred
- ix. Providing administrative and financial support wherever necessary

3.2.1 The Service Provider shall be responsible for periodic renewal of all relevant registrations with the concerned Departments in the Government of Puducherry and Government of India and for payment of wages to its personnel on time without any default and produce proof of the same to the Authority.

3.2.2 The Authority will not normally entertain any request of the selected Applicant for substitution of the key staff deployed on the field as any change therein may affect the delivery of services. Substitution will however be permitted in exceptional circumstances if the personnel are not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.2.3 The personnel deployed by the Service Provider shall not claim any benefit/compensation/absorption/regularization of services with the Authority under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider shall procure an undertaking from the personnel to this effect and submit to the Authority.

3.2.4 The Service Provider shall:

- a. ensure that the personnel be polite, cordial, positive, obedient and efficient while handling the assignments given,
- b. endeavour to promote good will and preserve the image of the Authority.
- c. be responsible for any injury to the personnel caused due to accidents inside and outside the hospital premises.
- d. ensure timely availability of all the men material and machinery at the hospital at its sole responsibility.
- e. ensure that due to ancillary work the official work and beneficiary are not put to inconvenience.
- f. monitor the quality of the facility management services on regular basis
- g. shall maintain detail books of records of:
 - i. Staff attendance report
 - ii. Consumables – in stock, out of stock, consumption pattern as per the existing Government guidelines.
 - iii. Weight of bio medical waste handed over to disposal agency

- iv. All expenditure involved in day today operation of the hospital as per the existing Government guidelines
 - h. shall adhere to detailed standard operating procedures of the hospital for:
 - i. Service delivery
 - ii. Emergency and disaster management
 - iii. Bio medical waste management
 - iv. Cleaning and sterilization
 - v. Any other process deemed necessary by the Directorate of Health and Family Welfare
 - i. Subject to the provision of the agreement indemnify the Authority for any direct loss, damage etc. that is caused due to misbehaviour by the personnel, accidents to the personnel etc.
- 3.2.5 The Service Provider shall strictly adhere to all the statutory regulations such as minimum wages, provident fund, ESI payment etc. covered under Labour Contract and pay all statutory dues in time and submit proof of same to the Authority.
- 3.2.6 The Service Provider shall ensure that the personnel are available for carrying out their assignments promptly and punctually. In case the personnel are required to work beyond office hours and holidays depending upon the exigencies of work the Authority will not take any responsibility to pay for the work being extracted beyond the scheduled hours of work.
- 3.2.7 The Service Provider shall provide the photo ID cards to the personnel whom the personnel have to carry during working hours and extended hours of work.
- 3.2.8 The Service Provider shall not transfer or subcontract the service during the entire period of the contract.
- 3.2.9 The service provider shall not sub-let the premises to any other third party.

4.0 Milestone Payment Schedule

- 4.1 Subject to the provisions of Clause 9.1 of the TOR, the payment to the Service Provider would be paid after deducting TDS not later than 30 days after receipt by the Authority the duly completed bills from the Service Provider along with the certificate of attendance and certificate of satisfactory performance from the officer in-charge of the hospital.
- 4.2 In case of deficiency of services penalty equivalent to the payment due for 1 day for every day of default shall be imposed/levied.

5.0 Meetings

- 5.1 The Authority may review / get audited by any party so desired with the Service Provider, any or all of the reports and advice, forming part of the Services, in meetings and conferences which will be held in Puducherry at the Authority's office.
- 5.2 The Authority may, in its discretion, require the Service Provider to participate in extended meetings and / or work from the offices of the Authority and the Service Provider shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

6.0 Services Team

- 6.1 The Service Provider shall form a team for each Facility Management Services (the "Services Team") for undertaking this assignment. The Team shall consist of personnel who have the requisite qualifications and experience as warranted by the assignment. The Expert in each field of Service shall be the Leader of the Team. The Team Leader would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Service Provider shall be included in the Team.

7.0 Reporting

- 7.1 The Service Provider shall electronically and by mail submit fortnightly time reports of each of the Facility Management Service. Such time reports shall be submitted to the Authority on the 15th day and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Services by the Service Provider on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by the Expert and other Personnel.
- 7.2 The Service Provider will work closely with the Authority and its officers. The Authority will establish a Selection Committee to enable conduct of this assignment and selection of Service Provider. A designated Officer of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Service Provider's outputs, facilitating discussions and ensuring required reactions and responses to the Service Provider.
- 7.3 The Selection Committee shall be chaired by the Director, Directorate of Health & Family Welfare Services with the following Members:
- i. The Chief Engineer, P.W.D, Puducherry.
 - ii. Head of the Department, Bio-Medical Engineering, Rajiv Gandhi College of Engineering, Puducherry.
 - iii. Medical Superintendent, RGGWCH, Puducherry.
 - iv. Deputy Director, Public Health, Directorate of Health & Family Welfare Services, Puducherry
 - v. Senior Accounts Officer/Junior Accounts Officer, Directorate of Health & Family Welfare Services, Puducherry.
 - vi. Under Secretary (Finance), Govt. of Puducherry.

vii. HOD, Diet Department, IGGGH& PGI, Puducherry.

7.4 Regular communication with the Selection Committee and the Designated Officer is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.

7.5 The Service Provider may prepare issue papers highlighting issues that could become critical for the timely completion of the assignment and that require attention from the Authority.

8.0 Documents to be made available by the Authority.

The Authority may provide to the Service Provider the documentation / maps/ other details available with them for facilitating quality reporting.

9.0 Completion of Services

9.1 At the end of the period of the contract the Service Provider shall submit reports to the Authority and all such reports shall be compiled and classified in soft form, to the extent possible. The documents comprising the reports shall remain the property of the Authority and shall not be used by the Service Provider for any purpose other than intended under these Terms of Reference without the permission of the Authority. The Services shall stand completed on acceptance by the Authority.

SCHEDULE -2
(See Clause 2.1.3)

AGREEMENT

**Outsourcing of services in the 700 bedded Rajiv Gandhi
Government Women & Children Hospital, Puducherry**

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AGREEMENT FOR

Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital,
Ellapillaichavady, Puducherry by Directorate of Health & Family Welfare Services

AGREEMENT No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____ 2016 between the President of India, Represented by Thiru. _____ Director, Directorate of Health & Family Welfare Services, Government of Puducherry having office at Puducherry on the one hand hereinafter called the "Authority" (which expression shall include his respective successors and permitted assignees, unless the context otherwise requires) and on the other hand M/s. _____ represented by its _____ hereinafter called the "Service Provider" (which expression shall include their respective successors and permitted assignees unless the context otherwise requires).

WHEREAS

- (A) the Authority vide its Expression of Interest cum Request for Proposal for appointment of Service Provider online (hereinafter called the "Services") for "Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital at Ellapillaichavady, in the UT of Puducherry (hereinafter called the "Contract")
- (B) the Service Provider submitted its proposals online for the aforesaid work, whereby the Service Provider represented to the Authority that it had the required experience, and in the said proposals the Service Provider also agreed to provide the Services to the Authority on the terms and conditions as set forth in the EOI cum RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Service Provider, awarded the Services to the Service Provider vide its Letter of Award dated _____ (the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. Now, therefore, the parties hereto hereby agree as follows:

1.0 General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Agreement" means this Agreement, together with all the Annexes;
- b) "Agreement Value" shall have the meaning set forth in Clause 5.1.2;
- c) "Applicable Laws" means the laws and any other instruments having the force of law in India as they
 - d) may be issued and in force from time to time;
- e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of EOI cum RFP;
- g) "Dispute" shall have the meaning set forth in Clause 8.2.1;
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- j) "Government" means the Government of Pudcherry;
- k) "INR, Re. or Rs." means Indian Rupees;
- l) "Member", in case the Service Provider consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- m) "Party" means the Authority or the Service Provider, as the case may be and Parties means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Sub- Service Provider as employees or retainers and assigned to the performance of the Services or any part thereof;
- o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- p) "EOI cum RFP" means the Expression of Interest cum Request for Proposal document in response to which the Service Provider's proposal for providing Services was accepted;
- q) "Services" means the facility management work to be performed by the Service Provider pursuant to this Agreement, as described in the Terms of Reference hereto;
- r) "Third party" means any person or entity other than the Government, the Authority, the Service Provider or a Sub-Service Provider.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the EOI cum RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) EOI cum RFP, and

(d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of its Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Puducherry and Chennai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Service Provider's Representative set out below in Clause 1.10 or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Service Provider may from time to time designate by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Puducherry may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1** The Services shall be performed at the offices of the Authority in accordance with the provisions of EOI cum RFP and at such locations as are incidental thereto, including the offices of the Service Provider.

1.9 Authority of Member-in-charge

In case the Service Provider consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Service Provider's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

- 1.10.1** Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Service Provider, as the case may be, may be taken or executed by the officials specified in the Clause 1.10.

- 1.10.2** The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

The Director ,
 The Directorate of Health & Family Welfare Services
 Government of Pudcherry,
 Victor Simonel Street,
 Puducherry 605 001
 Telephone: +91-0413 2229350
 Facsimile: +91- 0413 2339351
 Website :<http://health.puducherry.gov.in>
 E-mail: dms.pon@nic.in

- 1.10.3** The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be:

Name: -----
 Tel: -----
 Mobile: -----
 Fax: -----
 Email: -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2.0 Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Service Provider shall commence the Services within a period of 7 (seven) days from the Effective Date or such other date as may be mutually agreed, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Service Provider does not commence the Services within the period specified in Clause 2.2 above, the Authority may impose a penalty per day @ 0.05% of the annualized contract value for a maximum of 10 days of default and beyond this period by not less than 1 (one) weeks' notice to the Service Provider, declare this Agreement to be null and void and in the event of such a declaration, this Agreement shall stand terminated and the Service Provider shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of a period of 30 (thirty) days after the completion of Services for the last month of the third year. Upon Termination, the Authority shall make payments of all amounts due to the Service Provider hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the EOI cum RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 on matters not covered by this Agreement, the provisions of EOI cum RFP shall apply.

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure- to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to be reimbursed for additional costs if any incurred by it during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 7 (seven) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 10 (ten) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 (seven) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Service Provider knows to be false;
- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 10 (ten) days;

- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Service Provider

The Service Provider may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) The Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider's notice specifying such breach;
- (c) As the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to, Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Service Provider's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly- manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents and materials furnished by the Authority, the Service Provider shall proceed as provided by Clauses 3.8 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the Authority):

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (c) except in the case of termination pursuant to Sub-clauses (a) through (g) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 Obligations of the Service Provider

3.1 General

3.1.1 Standards of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Service Provider is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Service Provider shall provide the Services specified therein.

3.1.3 Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Service Provider comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Service Provider shall not have a Conflict of interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Service Provider and Affiliates not to be otherwise interested in the Contract

The Service Provider agrees that, during the term of this Agreement and after its termination, the Service Provider or any Associate thereof, and any entity affiliated shall be disqualified from providing goods, works, services, loans or equity for any Contract resulting from or closely related to the Services and any breach of this obligation shall

amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to similar assignments at any time; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Services or to any subsequent services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Service Provider shall include a partner in the firm of the Service Provider or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the EOI cum RFP as Conflict of Interest.

3.2.4 Service Provider not to benefit from commissions discounts, etc.

The remuneration of the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that its Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Service Provider and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Service

Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Service Provider shall not be eligible to participate in any tender or EOI cum RFP issued during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2:6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Contract or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Contract;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Service Provider and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the

Service Provider is under an obligation to keep confidential in relation to the Contract, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Service Provider and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (a) was in the public domain prior to its delivery to the Service Provider and the Personnel or becomes a part of the public knowledge from a source other than the Service Provider and the Personnel;
- (b) was obtained from a third party with no known duty to maintain its confidentiality;
- (c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (d) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or Personnel, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Service Provider

3.4.1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Service Provider's liability towards the Authority

The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (a) for any indirect or consequential loss or damage; and
- (b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 5.1.2 of this Agreement, or (b) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services subject, however, to a limit equal to 3 (three) times the value of this Agreement.

3.5 Accounting, inspection and auditing

The Service Provider shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Service Provider's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Service Provider's actions requiring the Authority's prior approval

The Service Provider shall obtain the Authority's prior approval in writing before taking any other action that is not specified in this Agreement.

3.7 Documents prepared by the Service Provider to be property of the Authority

3.7.1 All reports and other documents (collectively referred to as "**Services Documents**") prepared by the Service Provider (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Services Documents shall vest with the Authority. Any Services Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Services Document is created and the Service Provider agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Service Provider.

3.7.2 The Service Provider shall, not later than termination or expiration of this Agreement, deliver all Services Documents to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such Services Documents. The Service Provider or a Third Party shall not use these Services Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Service Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorized use of such Services Documents, or due to any breach or failure on part of the Service Provider or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Materials furnished by the Authority

Materials made available to the Service Provider by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Service Provider shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9 Providing access to Contract Office and Personnel of the Service Provider

The Service Provider shall ensure that the Authority, and officials of the Authority having authorization from the Authority, is provided unrestricted access to the office of the Service Provider and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Service Provider and verify the records relating to the Services for his satisfaction.

4.0 Obligations of the Authority

4.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Service Provider with work permits and such other documents as may be necessary to enable the Service Provider to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.2 Access

The Authority warrants that the Service Provider shall have, unimpeded access to the Offices in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Service Provider as and when so required.

4.2.1 SPACE:

An area of approximately totalling to 1000 square feet in three places will be provided for running the office of the service provider at free of rent and also for stocking the stores required for executing the service for which service provider is being selected.

4.3 Change in Applicable Law

4.3.1 If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Service Provider in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Agreement shall not be increased or decreased, and no corresponding adjustments shall be made to the aforesaid Agreement Value.

4.3.2 All service tax and other taxes as may be applicable from time to time, on the payment of the professional fees to the Service Provider, shall be borne by the Service Provider.

4.4 Payment

In consideration of the Services performed by the Service Provider under this Agreement, the Authority shall make to the Service Provider such payments and in such manner as is provided in Clause 5 of this Agreement.

5.0 Payment to the Service Provider

5.1 Cost estimates and Agreement Value

- 5.1.1** An abstract of the cost of the Services payable to the Service Provider is set forth in Annex-3 of the Agreement.
- 5.1.2** Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. _____ (Rupees _____), which includes the Service Tax.

5.2 Currency of payment

All payments shall be made in Indian Rupees. The Service Provider shall be free to convert Rupees into any foreign currency as per Applicable Laws.

5.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Service Provider shall be paid for its services as per Clause 5.3 (ii) (b) herein of this Agreement, and Clauses 4.1 of the TOR, and the rates specified in Annex-3 of this Agreement, subject to the Service Provider fulfilling the following conditions:
- i. No payment shall be due for the subsequent month till the Service Provider completes to the satisfaction of the Authority the work pertaining to the preceding month. Provided, however, that for the services specified in Clause 3.2 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month;
 - ii. The Authority shall pay to the Service Provider, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Service Provider to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Service Provider to the Authority within 30 (thirty) days after receipt by the Service Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 30 (thirty) days after receipt by the Authority of a statement. Any delay by the Service Provider in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (d) All payments under this Agreement shall be made to the account of the Service Provider as may be notified to the Authority by the Service Provider.

6.0 Liquidated Damages and Penalties

6.1 Performance Security

- 6.1.1** For the purposes of this Agreement, Performance Security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "**Performance Security**"); provided that the Service Provider shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit, it is proposed to deduct 10% of bill amount from each bill towards Performance Security.

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.1, as and when payments become due to the Service Provider for its Services, the Authority shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the Service Provider, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 6.2. The balance remaining out of the Performance Security shall be returned to the Service Provider at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Service Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

6.1.3 The Service Provider may, in lieu of retention of the amounts as referred to in Clause 6.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-4 of this Agreement.

6.2 Liquidated Damages

6.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the services provided by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

6.2.2 Liquidated Damages for delay/ deficiency of Services

In case of delay/deficiency of Services, liquidated damages equivalent to 0.02% per day of the annualized contract value subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of reasons beyond the control of the Service Provider, suitable extension of time shall be granted.

6.2.3 Encashment and appropriation of Bid and Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Bid and Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 6.2.

6.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 6.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Contract or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

7.0 Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 7.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 8.4 hereof.

8.0 Settlement of Disputes

8.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

8.2 Dispute resolution

8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.

8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

8.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Secretary to the Directorate of Health & Family Welfare Services and the Managing Director / Chairman of the Board of Directors/ Managing Partner of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4.

8.4 Arbitration

8.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in

accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration and subject to the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Puducherry and the language of arbitration proceedings shall be English.

- 8.4.2** There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 8.4.3** The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4** The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.
- 8.4.5** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For & on behalf of the President of
India represented by the Director,
Directorate of Health & Family Welfare
Services, Puducherry

For and on behalf of Service Provider

For and on behalf of Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

Schedule – 2
Annex – 1
(Refer Schedule – 1)

Schedule – 2
Annex – 2
Estimate of Costs
(Refer Form-3 of Appendix – II)

Schedule – 2
Annex – 3
Bank Guarantee for Performance Security
(Refer Clause 2.21)

To

The Director,
 Directorate of Health & Family Welfare Services,
 Government of Puducherry,
 Puducherry – 605 001

In consideration of Directorate of Health & Family Welfare Services (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. _____ having its office at _____ (hereinafter referred as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement No. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the "Agreement") a consultancy services for Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Ellapillaichavady, Puducherry, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees _____) to the Authority for performance of the said Agreement.

We, _____ (hereinafter referred to as the "**Bank**") at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount / claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We, _____ (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on as in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence Service Provider matter or thing whatsoever which under the law relating to sureties but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. * * * crore (Rupees **-*** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling ____ days after the Bid Due Date specified in the EOI cum RFP for the Contract)].

Dated, the _____ day of _____ 20

For _____

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Now further explains and illustrates the provisions of Clause 2.3 of the EOI cum RFP and shall be read together therewith in dealing with specific cases.
 2. Service Providers should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Service Providers should avoid both actual and perceived conflict of interest.
 3. Conflict of interest may arise between the Authority and a Service Provider or between Service Providers and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - i. Authority and Service Providers:
 - (a) Potential Service Provider should not be privy to information from the Authority which is not available to others.
 - (b) Potential Service Provider should not have defined the Contract when earlier working for the Authority.
 - (c) Potential Service Provider should not have recently worked for the Authority overseeing the Contract.
 - ii. Service Providers and concessionaires/contractors:
 - (a) No Service Provider should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to Contract-specific and short-term assignments.
 - (b) No Service Provider should be involved in owning or operating entities resulting from the Contract.
 - (c) No Service Provider should bid for works arising from the Contract.
- The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Service Providers. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Service Providers become aware of them.
 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Service Provider's company to another. This could help overcome the problem of availability of limited numbers of experts for the Contract. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese

walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Service Provider coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Service Providers drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or Contract.
7. Another form of conflict of interest called "scope-creep" arises when Service Providers advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Service Providers. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Service Providers to extend the length of their assignment.
8. Every Contract contains potential conflicts of interest. Service Providers should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a Contract shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
(See Clause 2.13)
TECHNICAL PROPOSAL
Form-1
Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Sub: Appointment of Service Provider for “Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry”

Dear Sir,

With reference to your EOI cum RFP Document dated -----, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal online for selection as Service Provider (the “Service Provider”) for [“Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry”]. The proposal is unconditional and unqualified.

I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider, and we certify that all information provided in the Proposal and in the Appendices 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.

2. This statement is made for the express purpose of appointment as the Service Provider for the aforesaid Contract.

3. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I / We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Contract or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:

(a) We have examined and have no reservations to the EOI cum RFP Documents, including any Addendum issued by the Authority;

(b) I / We do not have any conflict of interest in accordance with Clause 2.3 of the EOI cum RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the EOI cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI cum RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Applicants in accordance with Clause 2.8 of the EOI cum RFP document.

8. I / We declare that we are not a member of any other Consortium applying for Selection as a Service Provider.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Services for the Contract or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Service Provider or in connection with the Selection Process itself in respect of the above mentioned Contract.

13. I/We agree and understand that the proposal is subject to the provisions of the EOI cum RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the Contract is not awarded to me/us or our proposal is not opened or rejected.

14. I / We agree to keep this offer valid for 60 (sixty) days from the PDD specified in the EOI cum RFP.

15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

16. In the event of my/our firm being selected as the Service Provider, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the EOI cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. In the event of my/our firm being selected as the Service Provider, I/we agree and undertake to provide the services myself/ourselves and not through any other person or Associate.

18. I/We have studied EOI cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Services.

19. The Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the EOI cum RFP Document. In witness thereof, I/we submit this Proposal online under and in accordance with the terms of the EOI cum RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I**Form-2**

Particulars of the Applicant

1.1	Title of Services:
1.2	Title of Contract: “Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry”
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address:

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office addresses) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the, last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered</p>

	<p>bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
<p>1.7</p>	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of-----</p>

APPENDIX-I
Form-3
Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: EOI cum RFP for Service Provider for “Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry”

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the EOI cum RFP document.

I/We have agreed that ----- (insert Applicant's name) will act as the Lead Member of our consortium *.

I/We have agreed that----- (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same *.

Yours faithfully,
(Signature, name and designation of the authorized signatory
For and on behalf of.....)

**Please strike out whichever is not applicable*

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms _____ son/daughter/wife and presently residing at _____, who is presently employed with/ retained by us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") 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 and selection as the Service Provider for "Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry" required by the *** ** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Contract and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said4Authorised Representative 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**For _____

(Signature, name, designation and address)

Witnesses:

- 1.

- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX – 1**Form - 5****Financial Capacity of the Applicant**

Sl. No.	Financial Year	Annual Professional fees from Facility Management Services from hospitals (Rs.)	Annual Revenue (Rs.)

Certificate from the Statutory Auditor *

This is to certify that (name of the applicant) has received the payments shown above against the respective years on account of professional fees from Facility Management Services from hospitals.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Audit Firm

* In case the Applicant does not have a Statutory Auditor, it shall provide the Certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

Please provide audited financial statements including net worth of the Company for the last three financial years along with audited Balance sheets and Profit & loss Accounts Annual Report

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX – 1**Form – 6****Details of Eligible Assignments undertaken by the Applicant**

Name of Applicant		Page No. of submission
Equity shareholding (with period during which equity was held)		
Whether credit is being taken for the Eligible Experience of an Associate (Yes / No)		
Name of the Eligible Assignment		
Name of client and Address		
Telephone no./fax no./e-mail of client		
Payment received by the Applicant as professional fees (in Rs. Crore)		
Start date and finish date of the services (month/year)		
Other particulars and brief description of service performed in the Eligible Assignments:		

Instructions:

- Applicants are expected to provide information in respect of Eligible Contracts in this Annex. The Contracts cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the EOI cum RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
- For a single entity Applicant, the Contract Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Contract Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Contract Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- Use separate sheet for each Eligible Assignment.
- Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the Eligible Contract relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
- For Eligible Contract the equity shareholding of the Applicant, in the company owning the Eligible Contract held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).

6. Experience for any activity relating to an Eligible Contract shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
7. Certificate from the Applicant's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Contract. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
8. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Associate*) is held, directly or indirectly[£], by (*name of Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the EOI cum RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate. In the event the Associate is under common control with the Applicant/Consortium Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

9. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant Contract in computation of Experience Score[®].

Note: Exchange rate should be taken as Rs. (50) per US \$ for converting to Rupees.

[§]In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[§]In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£]In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX-I**Form-7****Abstract of Eligible Assignments of the Applicant#**
(Ref Clause 3.1)

Sl.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Crore/US\$ million)	Professional fee## received by the Applicant (in Rs. Crore)£
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. (50) per US \$ for conversion to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this EOI cum RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

* The names and chronology of the projects included here should conform to the project-wise details submitted in Form-6 of Appendix-I.

Certificate from the Statutory Auditor\$

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date: Name and seal of the audit firm:

\$In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-8

JOINT BIDDING AGREEMENT*(Refer Clause 2.13.2)**(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^s

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

^s The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

WHEREAS

- (A) On behalf of “Directorate of Health & Family Welfare Services” which has invited applications (the **Applications**) through its “Director” (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having its principal office at _____, Puducherry (the “Director”) by its Request for Qualification No. dated (the “**EOI cum RFP**”) for pre-qualification and short-listing of bidders for Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry(the “**Contract**”).
- (B) The Parties are interested in jointly bidding for the Contract as Members of a Consortium and in accordance with the terms and conditions of the EOI cum RFP document and other bid documents in respect of the Contract, and

- (C) It is a necessary condition under the EOI cum RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI cum RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Contract.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Contract either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Contract it shall enter into a Contract Agreement with the Authority and perform all its obligations as the Service Provider in terms of the Contract Agreement for the Contract.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations shall become effective;
- (b) Party of the Second Part shall be the Technical Member of the Consortium;
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and
- (d) Party of the Fourth Part shall be the Sub-Contract Member/ Other Member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Contract and in accordance with the terms of the EOI cum RFP, and the Contract Agreement, till the completion of the Contract in accordance with the Contract Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the Memorandum And Articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Contract is achieved under and in accordance with the Contract Agreement, in case the Contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Contract or does not get selected for award of the Contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by the Applicable laws in India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of FOURTH PART by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____
2. _____

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-1**Form -9**

Curriculum Vitae (CV) of Expert/Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List projects on which the Personnel has worked as follows:

Sl.No	Name of Project	Description of responsibilities

Certification

1. I am willing to work on the Project and I will be available for entire duration of the assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional)

Place:

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. In the case of Team Leader cum Financial Expert, only those assignments shall be included where substantial portion of the total professional fee received by the firm was on account of the man hours provided by the Team Leader cum Financial Expert.
3. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7 or Form-7A, as the case may be, of Appendix-L

4. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

5. A copy of PAN Card and authenticated Photo ID to be enclosed.

APPENDIX-II

FINANCIAL PROPOSAL

Form - 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Sub: Appointment of “Outsourcing of services in the 700 bedded Rajiv Gandhi Government Women & Children Hospital, Puducherry”

I/We, ----- (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Service Provider for above.

I/We agree that this offer shall remain valid for a period of 90(ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the EOI cum RFP.

APPENDIX –II
(See Clause)
Form-2
Financial Proposal

Sl.No	Name of the Service facility	Service fee per month	Service fee per annum
i.	Electrical and plumbing maintenance including all required works like digging masonry etc		
ii.	Cleaning and Sanitation services		
iii.	Security		
iv.	Tailoring		
v.	Maintenance of Landscaping and Interior Garden		
vi.	Preparation & Supply of Diet		
vii.	Laundry services		
viii.	Front Desk Management		
		Total	

Note:

- i. The financial evaluation shall be based on the above Financial Proposal for the Service Provider. The total under shall, therefore, be the amount for purposes of evaluation.
- ii. The aforesaid fees shall be payable only based on the attendance of the personnel.
- iii. The fees quoted above shall be inclusive of all taxes.
- iv. The respective TDS for emoluments shall be deducted.

Appendix – II
Form-3
Estimate of Costs

Man power	Man Hours Rate (Rs.)	Total Man Hours	Amount

Separate sheet to be used for each service facility

Online Payment list -

Payment of E.M.D and tender fee should be done through internet banking/online mode. Demand Drafts will not be accepted. The bidders can make online payment, provided they hold account in any of the 35 banks listed below:

1. Andhra Bank
2. Bank of India
3. Bank of Maharashtra
4. Catholic Syrian Bank
5. City Union Bank
6. Corporation Bank
7. DCB Bank Personal
8. Dena Bank
9. Dhanalaxmi Bank-Corporate
10. Dhanalaxmi Bank-Retail
11. Federal Bank
12. IDBI Bank-Corporate
13. IDBI Bank-Retail
14. Indian Bank
15. IndusInd Bank
16. ING Vysya Bank - now Kotak
17. Jammu and Kashmir Bank
18. Karnataka Bank Ltd
19. Karur Vysya Bank
20. Lakshmi Vilas Bank
21. Oriental Bank of Commerce
22. Punjab and Sind Bank
23. Saraswat Bank
24. South Indian Bank
25. State Bank of Bikaner and Jaipur
26. State Bank of Hyderabad
27. State Bank of India
28. State Bank of Mysore
29. State Bank of Patiala
30. State Bank of Travancore
31. Syndicate Bank
32. Tamilnadu Mercantile Bank
33. UCO Bank
34. United Bank of India
35. Vijaya Bank

The Bidders may ensure that they hold account in any of the above listed banks and get Internet Banking facility for making payment online. The Bidders are advised to

check whether internet banking is working properly with the Username/Password provided by the bank. It is advised not to test payment during Bid Submission in the eProcurement Portal, since e-Procurement Portal restricts payment exceeding 5 attempts. **The bidders cannot make bid submission if they exceed 5 attempts while making payment.** The Refund of E.M.D to unsuccessful bidders will be done automatically online. For any clarifications contact e-Payment help desk: 022-27523796(SBI ePay, Mumbai).