

REQUEST FOR PROPOSAL

Tele: 0891- 2768878

Headquarters
Coast Guard District No. 6(AP)
Post Box No 1128
Malkapuram (PO)
Visakhapatnam-530 011

DHQ-6/RFP/ 25 /NURSING/17-18

20 Mar 18

M/s _____

Subject- INVITATION OF BIDS FOR HIRING OF NURSING STAFF "AUXILLARY NURSING MIDWIFE" (02 NOS) FOR MI ROOM AT DHQ-6 (AP)

PART -I

1. Sealed tenders are invited on **Single bid system** for undertaking above mentioned contract for a period of one year as per the latest AP Government minimum wages Act. "**Hiring of Nursing Staff 'Auxillary Nursing Midwife' (02 nos for MI Room at DHQ-6 (AP))** is to be clearly written on top of both the bids respectively and are to be put in separate sealed cover. Quotation to be addressed to the Commander, Coast Guard District Headquarters-6, Vizag. Bids are to be kept in an outer sealed cover with "**HIRING OF NURSING STAFF 'AUXILLARY NURSING MIDWIFE' (02 NOS FOR MI ROOM AT DHQ-6 (AP))** written on cover

2. The address and contact number for sending Bids or seeking clarifications regarding this RFP are given below-

- (a) Bids/queries to be addressed to: **The commander, Coast Guard District Headquarter No.6.**
- (b) Postal address for sending the Bids : The Commander, CGDHQ-6, Post Box No. 1128, Port Quarter, Malkapuram (PO), Vizag-11
- (c) Named/designation of the contact personnel: DLOGO, CGDHQ-6
- (d) Telephone number of the contact personnel: 0891-2768878
- (e) E-Mail ids of contact personnel: dhq6@indiancoastguard.nic.in
- (f) Fax Number: 0891-2741130

3. You are to sign and date both the tender and terms and conditions and duly stamp them along with signature, name and address on all pages of the bid documents. Non receipt of the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. The name, address and signature of the witness are also to be completed in the commercial bid. You are not to make any alteration of addition to any of the documents connected with the tenders. To take care of any change in the requirement during the contract period, the contract concluding authority reserves the right to 25% plus/minus increase of decrease in the requirement without any change in the terms & conditions and prices quoted by the firm.

4. Your offer is to remain valid for a minimum period of 90 Days from the date of Auxillary Nursing Midwife bid opening. Earnest money deposit Rs. 9,200.00 shall be paid in favour of Area Account Officer (Navy) Vizag in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks of a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MOD website and can be provided on request) which should be valid for 45 days beyond the final bid.

5. This RFP is divided into five parts as follows:

- (a) Part I- General Information and Instructions of RFP
- (b) Part II- Essential details of the services
- (c) Part III- Standard conditions of RFP
- (d) Part IV- Special condition applicable to this RFP
- (e) Part V- Evaluation criteria and Format for Price Bids

6. This is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

7. The approval or rejection of tenders rests with the CO/OiC/CFA of concerned unit, who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily be accepted.

8. Please return this letter duly signed along with the complete Tender documents.

Your faithfully,


(Sunita Sharma)
Dy Commandant
Dist. Logistics Officer
for COMDIS-6

Encl: As above.

II

I/We/am/are in possession of complete set of tender documents / forms issued by you and have understood and agree to abide by the above terms and condition as well as those contained in the contract forms. The attached tender form duly completed and signed is submitted here with.

Station : _____
Date: _____

Signature of Tenders (s) _____
(Name & Address in full and Capacity)
(i.e., Proprietor/ Partner/ Authorised Attorney etc.)
Telephone No.

(RUBBER STAMP)

On and on behalf of the president

Signature of Tenderer (S)

PART I – GENERAL INFORMATION

Sealed tenders are invited for **Hiring of Nursing Staff 'Auxillary Nursing Midwife" (02 nos) for MI Room at DHQ-6 (AP)**. Firms fulfilling the conditions and capable to undertake above services may submit bid form with the requisite documents such as Earnest Money Deposit, Service Tax Registration Certificate etc. In two bid system. Tender is to be kept in sealed cover superscribing "**HIRING OF NURSING STAFF 'AUXILLARY NURSING MIDWIFE" (02 NOS FOR MI ROOM AT DHQ-6 (AP)**".

- 1. Last date and time for depositing the Bids:** The last date of depositing of tender will be on 12 Apr 18 at 1000 hrs. The sealed Tenders should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **HIRING OF NURSING STAFF 'AUXILLARY NURSING MIDWIFE" (02 NOS) FOR MI ROOM AT DHQ-6 (AP)** or sent by registered post at the address given above so as to reach by the due date and time. When a tender is send by post, this cover will be enclosed in a second strong cover. The outer cover will not bear any indication of the contents. It may be noted that quotation submitted without sealed cover may be summarily rejected. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids:** Bids will be opened on 12 Apr 18 at 1500 Hrs and analyzed by a board of officers suitably nominated. Date of opening of price bids will be intimated subsequently by fax. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4. Location of the Tender Box:** The tender box is located at Ground Floor CGDHQ-6. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids:** Tenders will be opened in the office of the **Conference Hall at CGDHQ-6**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. Two-Bid system:** Single Bid System
- 7. Forwarding of Bids** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 5 (five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. Validity of Bids: The Bids should remain valid till 90 Days from the last date of submission of the Bids.

14. Earnest Money Deposit: Firms are required to submit Earnest Money Deposit (EMD) for amount of Rs. 9,200.00 the Quoted amount along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). **EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.** EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Station : _____
Date: _____

Signature of Tenders (s) _____
(Name & Address in full and Capacity)
(i.e., Proprietor/ Partner/ Authorised Attorney etc.)
Telephone No.

(RUBBER STAMP)

Part II

Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required are as follows:

SI No.	Description	Qty/Deno.
(a)	Hiring of Nursing staff " Auxillary Nurse Midwife"	02 persons

2. **Eligibility Criteria.** The firm should have following certificate / documents valid as on date of issue of this tender enquiry:-

(a) **Technical Parameter**

(i) **ESI Scheme Registration Certificate.** Attested copy of ESI Registration Certificate with Nominal Roll, unique ESI ID registration No. & Photo Identity proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to the concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof/affidavit for the same also be submitted with the Logistic Officer

(ii) **EPF Registration Certificate.** Attested copy of EPF Registration Certificate with Nominal Roll, unique EPF Id registration No. & Photo Identity proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to the concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof/affidavit for the same also be submitted with the Logistics officer.

(ii) **Past Experience** The firm should have executed minimum two contracts for double the proposed contract value in State/Central Govt. Dept/PSUs/reputed MNCs and not been black listed any time.

(iii) **Income Tax Details.** The firms are required to submit last three years Income Tax details.

(b) **Financial Parameters**

(i) **EMD Contract:** EMD as mentioned in RFP is to be deposited along with the bid.

(ii) **PBG/ Security Deposit Amount:** The firms are required to submit minimum 10% amount of the total contract value as PBG within 30 days from the date of contract agreement.

(iii) **Balance Sheet and Profit and Loss Statement:** The balance sheet of last two financial years duly certified by auditors /CA to be attached.

(C) **Statutory Parameters:**

(i) **Breakdown of Minimum wages, EPF and ESI:** Minimum wages @ 26 days per month for Workers, ESI @ 4.75% and EPF @ 13.15% to be borne by employer ie Contractor) are to paid to the concerned authorities.

(ii) **Affidavit:** An affidavit is required to be submitted with the quotation for compliance of Minimum wages, EPF/ ESI and other Statutory Provisions promulgated by Competent Authorities.

(iii) **Uniform:** The contract / Nursing Staff deployed by the contractor shall be in distinct / neat uniform view identification and security reasons. A distinct uniform viz overall /shirt/ trouser along with apron and shoes with suitable monogram / Mark of the firm **or as decided by Contract Operating Authority.** The sample of the uniform is to be approved by the contract operating authority at least 15 days prior to commencement of the contract. **"Uniform to labourers should be provided by Contractor twice a year"**

(iv) **Age limit:** The contractor will employ only physically and mentally smart "Auxillary Nure Midwife" between 18 to 50 years of age.

(d) **Minimum Wages Clause:** - For service like Nursing staff prescribed under the schedule "Hospitals, Nursing Homes, Clinics and Dispensaries" as notified by Government of Andhra Pradesh for minimum wages shall be follows:-

The relevant AP Govt Gazette Notification/orders for varied services to be contracted and to be followed are as follows:-

SL No.	Description	AP Govt.Order (G.O) Applicable
(a)	Nurse	As Per Hospitals, Nursing Homes, Clinics and Dispensaries, Notified issued vide G.O.Ms.No.68,, LET&F (Lab.II) Dep., dt: 8-12-2011. Published in Gazette No. 171, dated 19-3-2012 and latest order issued vide Government on Minimum Wages and VDA payable from 01-10-2017 to 31-03-2018

3. Delivery Period – Period of Contract would be for a period of one year from 10 Jun 18 to 09 Jun 19. Please note that Contract can be cancelled unilaterally by the Buyer in case non compliance of terms & conditions within the contracted period. Extension of contracted period will be at the sole discretion of the Buyer.

4. Consignee details – The Commander, CGDHQ-6 (A.P), Post Box No.1128, Malkapuram, Vizag-11.

Part III

Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (Copy enclosed).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOUR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Penalty:** - In the case of absence of any person, the seller has to provide substitute for the period, else payment to be deducted for the period absent.

In case any complaint received from the user, as per the inspection, the following will be followed:

- a) **Punctuality:** In case of late reporting of any worker a penalty 10% of the daily contract value will be recovered from the contractor from monthly bill.
- b) **Performance:** Any sub-optimal/short fall in providing requisite manpower/services noticed by the inspection team, a penalty @ 25% of daily contract value will be recovered.

9. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, work the portacab in and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **Termination of Contract:** A contract may be terminated in the following circumstances:

- (a) When the supplier fails to honor any part of the contract including failure to render services in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (c) When both parties mutually agree to terminate the contract.
- (d) Any special circumstance, which must be recorded to justify the cancellation or termination of a contract.

11. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15. Taxes and Duties

(i) General

(a) Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(b) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemption from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upwards as a result of any statutory variation taking place within contract period shall be allowed re-imbusement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller, Similarly in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller, Section 64-A of Sales of Goods Act will be relevant in this situation.

(ii) GST as applicable for part II of RFP.

Part IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** (Indemnity Bond in case of DPSUs) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website).
2. **Payment Terms** – It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. Monthly payments will be made on submission of bills of user clearance certificate.
3. **Advance Payment:** - No advance payment (s) will be made.

4. **Paying Authority**

(a) The payment of bills will be made by JCDA (N), Visakhapatnam. The following documents are to be forwarded with the items for making the payment:

- (i) Ink-signed copy of contingent bill/Bidder's bill
- (ii) Ink-signed copy of Commercial invoice / Bidder bill.
- (iii) Copy of Contract/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate
- (v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vi) Exemption certificate for Excise duty/ customs duty.
- (vii) Guarantee / Warranty certificate.
- (viii) Performance Bank Guarantee / Indemnity bond where applicable.
- (ix) Details of electronic payment viz account holders name, Bank name, Branch name and address , Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)
- (x) Any other document / certificate that may be provided for in the work order/ contract
(Note – From the above list, the documents that may be required depending upon the peculiarities of the services being undertaken, may be included in RFP)

6. **Payment clause:** - "The contractor shall make payment to the outsourced personnel under the contractor in the presence of a nominated CG officer of the unit on or before the 7th of every month. In case where payment is made through bank, a copy of the details of the payment made to be submitted to the nominated officer by 10th of every month. In the event where the contractor fails to make the payment of wages by the stipulated date or make less payment the Indian Coast Guard reserves the right to make the payment to the outsourced personnel by deducting any amount payable to the contractor under any contract or debt payable to the contractor".

7. **Risk & Expense Clause:**

(i) Should the Services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(ii) Should the Services or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract wholly or to the extent of such default.

(iii) In case of a disruption/non provisioning of services that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or hire from any other source as he thinks fit, other stores of the same or similar description to make good:

- a. Such Default.
- b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(iv) Any excess of the expenditure incurred on hiring of services or value of any service/stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

7. **Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either here to reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Miscellaneous:** Any other condition, based on the peculiarity of the proposal (including any conditions negotiated during PNC), to be included in the RFP.

Part-V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Price Bid Format (to be used for L-1 determination):** The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (the format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part-II of RFP). The taxes applicable are to be indicated separately:

SI	Description	Auxillary Nurse Midwife (Per head)	
		Basic	VDA
(a)	Minimum wages including VDA	8,329.00	3,704.40
		12,033.40	
(b)	EPF @ 13.15%	1,582.39	
(c)	ESI @ 4.75%	571.58	
(d)	Bonus @ 8.33% on basic wages	693.80	
(e)	Uniform Charge	500.00 x 2 = 1,000.00 (Per head 02 pairs in one contract)	
(g)	Profit/Service Charges	-	
	Total		
	GST		
	Subtotal per month (02 Nos)		
	Grand Total Per year		

The rates are mentioned as per the category of Hospitals, Nursing Homes, Clinics and Dispensaries as per the As Per Hospitals, Nursing Homes, Clinics and Dispensaries, Notified issued vide G.O.Ms.No.68,, LET&F (Lab.II) Dep., dt: 8-12-2011. Published in Gazette No. 171, dated 19-3-2012 and latest order issued vide Government on Minimum Wages and VDA payable from 01-10-2017 to 31-03-2018. **The firm will quote for service charges/profit only.** Reasonable profit per head per month will be fixed by the internal committee of the unit formed for the purpose before opening of bids. Firms quoting up to 50% less than profit fixed by internal committee may be accepted while others quoting less than 50% of the profit fixed will be rejected.

A copy of notification issued by DGR or State Govt. documents in support of taxes claimed as per DGR/State Govt. Orders also to be, mandatorily quoted.

Note:- (i) Basic wages will be latest minimum wages promulgated by **State Government.**

(ii) All allowances should be included in the final total.

2. **Evaluation Criteria:** The board guidelines for evaluation of Bids will be as follows:

a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

b) The Lowest Bid decided upon the lowest price quoted by the particular Bidder as per the Price Format given at para 2 below. The **L-1 bidder will be determined by excluding levies, taxes and duties** levied by central/state/local government such as excise duty, GST, Octroi/entry tax, etc on final product, as quoted by bidders.

c) The taxes applicable are to be indicated separately. [Bids submitted without mentioning taxes separately would be summarily rejected]. If NIL taxes are mentioned the relevant notification/exemption certificate should be indicated.

d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

e) Levies, taxes and duties levied by Central/State/Local Governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

f) The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.