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**(RFP No: RGU\PRO\Internet\BSNL\56A\2015-16)**

**SHORT TERM REQUEST FOR PROPOSALS for managed Multi Protocol Labeled Switching network to help securely connect the evaluation centers to the University to for the Digital Valuation Project.**

**Rajiv Gandhi University of Health Sciences, Karnataka**

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## SHORT TERM REQUEST FOR PROPOSALS

1. Registrar Rajiv Gandhi University of Health Sciences invites short term proposals to provide the Services: **Secure and Managed Multi Protocol Labled Switching services to connect the valuation centers to the RGUHS facility at Bangalore.** More details on the Services are provided in the attached Terms of Reference.

2	1.	<b><u>Secure and Managed Multi Protocol Labled Switching services to connect the valuation centers to the RGUHS facility at Bangalore</u></b>	Approximate 13 Spoke locations to connect to the HUB.
	2.	EMD amount	Rs. 50,000/-
	3.	Tender document available for downloaded	01/12/2015 17.30 Hrs
	4.	Pre Bid Meeting	08/12/2015 12.00 Hrs
	5.	Last date of receipt	16/12/2015 17.00 Hrs
	6.	Opening of Technical Bid Tender	18/12/2015 15.00 Hrs
	7.	Opening of Financial Bid	Will be intimated
	8.	Place of Opening of Tender	Rajiv Gandhi University of Health Sciences, Bangalore

- 2.1 Tender documents may be downloaded from Government of Karnataka <https://eproc.karnataka.gov.in.w.e.f>. 01/ 12 /2015 to till 16/12/2015 up to 17:00 hrs.
- 2.2 Service provider must be accompanied by Earnest Money Deposit (EMD) as specified in the tender document which shall have to be made through electronic system.
- 2.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be paid in the e- procurement portal using the following payment modes:
- Credit Card, - Direct Debit, - National Electronic Funds Transfer (NEFT)
  - Over the Counter (OTC)
- 2.4 Confirmation of receipt of EMD in Government of Karnataka central pool A/C held at the Bank approved by E-procurement will be verified. If founds that an acceptance EMD is not received the tender shall be rejected by the Employer as Non- responsive.
- 2.5 Unsuccessful Bidder earnest money deposit will be refunded as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer.
- 2.6 The successful Bidder earnest money deposit will be refunded upon the bidder signing the contract and furnishing the performance security.

2.7 The Earnest Money Deposit may be forfeited:

- (a) If a Bidder
  - (i) Withdraws its during the period of tender validity specified by the bidder on the Tender Forms; or
- (b) In case of a successful bidder, if the bidders fails:
  - (i) To sign the contract; or
  - (ii) To furnish performance security.

2.8 Refund of EMD

- (a) The EMD money will be kept in the central pooling account unit the tender is awarded to the successful bidder.
- (b) Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the Contractor registered in the e- Procurement system.

2.9 Bidders along with necessary enclosures must be uploaded to the website <http://eproc.karnataka.gov.in> as per tender schedule mentioned in page2 and First Cover containing the Technical Bid will be opened as per tender schedule. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.

2.10 The Second Cover (Financial Bid) of the bidders who are technically qualified /responsive will be opened through e- tendering system.

2.11 Other details can be seen in the tender document..

2.12 Successful tender shall furnish performance guarantee of 5 % of the contract value through a DD or Bank guarantee.

3 The service providers will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

Yours sincerely

Registrar  
RGUHS, Bangalore

Copy to:

1. The Deputy Secretary to Government Medical Education Department and State Tender bulletin officer Vikasa Soudha, Bangalore with a request to publish in the state tender bulletin.
2. The Registrar, Evaluation, RGUHS, Bangalore
3. The Finance Officer, RGUHS, Bangalore
4. The System Analyst, RGUHS with request to publish the notification in website of RGUHS and also in the e- procurement portal
5. OSD to Vice Chancellor, RGUHS, Bangalore
6. Office copy/ spare copy.

## **INFORMATION TO SERVICE PROVIDER**

### **1. INTRODUCTION**

- 1.1 The Registrar RGUHS will select a firm who bids lowest price as per the method of selection indicated in the Data Sheet and other terms and conditions mentioned in the tender documents (Lowest price- i.e lowest evaluated price )
- 1.2 The Service Provider are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet(The Proposal)for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for assigned contract with the selected Service Provider.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the service provider under each phase must be to the Registrar RGUHS's satisfaction before work begins on the next phase.
- 1.4 The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider is encouraged to pay a visit to the Registrar RGUHS before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Service Provider representative should contact the officials named in the Data Sheet to arrange for their visitor to obtain additional information on the pre-proposal conference. Service Provider should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Registrar RGUHS will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports if applicable.
- 1.6 Please note that(i) the costs of preparing the proposal and of negotiating the contract ,including a visit to the Registrar RGUHS, are not reimbursable as a direct cost of the Assignment; and(ii)the Registrar RGUHS is not bound to accept any of the Proposals submitted.
- 1.7 Rajiv Gandhi University of Health Sciences Karnataka (RGUHS) expects Service Provider to provide professional, objective, and impartial advice and at all times hold the Registrar RGUHS's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service Provider shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Registrar RGUHS, or that may place them in a position of not being able to carry out the assignment in the best interest of the Registrar RGUHS.

1.7.1 Without limitation on the generality of this rule, Service Provider shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Registrar RGUHS to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, firms hired to provide services for the preparation or implementation of a project and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier services) for the same project.

The Information to Service Provider section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

- (b) Service Provider or any of their affiliates shall not be hired for any assignment which by its nature, may be in conflict with another assignment of the Service Provider.

1.7.2 As pointed out in para.1.7.1 (a ) above Service Provider may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the service provider should take the likelihood of continuation into account. It will be the exclusive decision of the Registrar RGUHS whether or not to have the downstream assignment carried out, and if it is carried out, which service provider will be hired for the purpose.

1.8 It is RGUHS's policy to require that Service Provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the RGUHS:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of RGUHS, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive RGUHS of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (d) will declare a firm ineligible, either indefinitely for a stated period of time, to be awarded RGUHS-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a RGUHS-financed contract; and
  - (e) Will have the right to require that, RGUHS to inspect Service Provider accounts and records relating to the performance of the contract and to have them audited by auditors appointed by RGUHS.
- 1.9 Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by RGUHS in accordance with the above sub Para 1.8(d). And by any other university
- 1.10 Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## **2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- 2.1 Service Provider may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Registrar RGUHS's address indicated in the Data Sheet. The Registrar RGUHS will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Service Provider who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Registrar RGUHS may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Such modification will be limited to the Scope of service only. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Service Provider and will be binding on them. The Registrar RGUHS will extend the deadline for the submission of Proposals giving a minimum of 10 days to the bidders to submit the revised bid based on the changes.

### **Technical Proposal**

- 3.1 Service Provider are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, Service Provider is expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Service Provider must give particular attention to the following:
- (i) Joint Ventures, partnerships are not permitted.
  - (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

- (iii) Proposed key professional staff must at a minimum have the experience indicated in the Data sheet.
- (iv) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (v) Reports to be issued by the Service Provider as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Registrar RGUHS's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the Service Provider organization and an outline of recent experience on assignments (Section 3B) of a similar nature.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Registrar RGUHS (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3E). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (v) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (vi) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

### **Financial Proposal**

3.6 In preparing the Financial Proposal, Service Provider are expected to take into account the requirements and conditions of the RFP documents.

3.7 Service Provider shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the service provider is expected to keep available the key professional staff proposed for the assignment. The Registrar RGUHS will make its best effort to complete negotiations within this period. If the Registrar RGUHS wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

## **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

4.1 The original Proposal (Technical Proposal and Financial Proposal; see Para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting,



except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.

- 4.2 An authorized representative of the Service Provider initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be uploaded.
- 4.4 The original and all copies of the Technical Proposal shall be uploaded "Technical Proposal," and the original and all copies of the Financial and shall be uploaded.
- 4.5 The completed Technical and Financial Proposal must be uploaded on or before submission address on or before the time and date stated in the Data Sheet.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee the qualified service provider. The Financial Proposal will be opened by the Registrar RGUHS duly intimating in qualified service provider.

## 5. PROPOSAL EVALUATION

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Registrar RGUHS 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 the Registrar RGUHS in the Registrar RGUHS's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Registrar RGUHS as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Public Opening and Evaluation of Financial Proposals; Ranking**

- 5.4 After the evaluation of quality is completed, the Registrar RGUHS shall notify those Service Provider whose proposals did not meet the minimum qualifying mark or

were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Registrar RGUHS shall simultaneously notify the Service Provider that has secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.5 The Financial Proposals shall be opened publicly in the presence of the Service Provider' representatives who choose to attend. The name of the Service Provider, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Registrar RGUHS shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Registrar RGUHS will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T \% + Sf \times P\%$ . The Service provider achieving the highest combined technical/ financial score will be invited for negotiations.

## **6. NEGOTIATIONS**

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Registrar RGUHS and Service provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the Registrar RGUHS to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

- 6.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, the Registrar RGUHS expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Registrar RGUHS will require assurances that the experts will be actually available. The Registrar RGUHS will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Service Provider may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Registrar RGUHS and the Service Provider will initial the agreed contract. If negotiations fail, the Registrar RGUHS will invite the firm whose proposal received the second highest score to negotiate a contract.

## **7. AWARD OF CONTRACT**

- 7.1 The contract will be awarded to the lowest evaluated bidder following negotiations. After negotiations are completed, the Registrar RGUHS will promptly notify other Service Provider that they were unsuccessful and return the Financial Proposals of those Service Provider who did not pass the technical evaluation
- 7.2 The Service Provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIDENTIALITY**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

## DATASHEET

### Information to Service Provider Clause Reference

1.1 The Registrar RGUHS Bangalore, in accordance with the method of selection indicated as detailed below.

Scoring of Technical Bids and Technical Qualification:

Sl. No.	Marking Scheme				
	Criteria	Parameters	Marks	Maximum Marks	Supporting Documents to be provided
1.	The number of years of that the ISP/TSP has been providing MPLS connectivity in India	0-3 Years	2	10	The License Copy of the ISP to provide MPLS circuits in the India, and proof of completion of their projects.
		3-6 Years	4		
		6 – 10 Years	6		
		Greater than 10 years	10		
2.	The turnover of the organization from the Assessment business during each of the previous 3 years	250-500 Crores	2	5	Audited Financial Statements
		500 - 1000 Crores	3		
		Above 1000 Crores	5		
3.	The organization must be a profitable venture over the previous successive years of operation	Previous 3 years	2	10	Audited Financial Statements
		Previous 7 years	4		
		For more than 7 years	10		
4.	Infrastructure maintained by the ISP/TSP to provide two HUB's in two locations within the	One Network Operating Centers in the city where the HUB location will be located	5	10	Document on the Infrastructure maintained

	same city with auto failover in case of failure	Two Network Operating Centers in the city where the HUB location will be located.	10		
5.	Customer Support and Services Cell operated and maintained by the ISP.	Outsourced Infrastructure	5	10	Documents to support the claim to be provided.
		OWN Infrastructure	10		
6.	Ability to provide redundant Last mile connectivity with media level redundancy	Primary and Redundancy on wired last mile or wired and Unlicensed frequency last mile	5	10	
		Primary / Redundancy on wired and Own infrastructure wireless last mile	10		
7.	Ability to provide Wireless Last Mile on licensed Frequency Wireless	Unlicensed frequency Band	5	10	Undertaking from the bidder.
		Licensed Frequency Band with own spectrum license	10		
8.	Single biggest MPLS order executed by the ISP/TSP	Less than 1000	2	10	Details of their biggest MPLS implementation to be submitted with the proposal
		1000 - 5000	4		
		5000 – 15000	6		
		Greater than 15000	10		
9.	Certificates for Quality / Process	ISO 9001 -2008	2	10	Copy of certificate
		ISO/IEC 27001:2013	3		
		CMMi Level 3	2		
		Security Clearance Certificate	3		

10.	Letter of Appreciation from present Client(s) with reference services of the bidder are reliable and trustworthy.	1	1	5	Letter from client(s) – Authorised Client Personnel
		2	3		
		Greater than 2	5		
11	<p>Technical Presentation</p> <p>The Bidder must send the write up on the Delivery Process, Control Measures with respect to services and technology, Implementation Schedule and Risk Management.</p>		10	10	To be evaluated during presentation by the technical panel

Note: The Service Provider shall submit documents mentioned above and shall be attested by notary.

- 1.2 The service provider expected to commence the services as early as possible within 60 days.
- 1.3 The period of contract shall be 12 (Twelve) months or till completion of the quantity mentioned in the tender document.
- 1.4 List of digital evaluation centres with contacts details as per annexure A.
- 1.5 **Any additional evaluation centre location issued by RGUHS has to be connected by the service provider at the quoted prices as per the agreement.**

## **SCOPE OF SERVICE**

- A. The ISP/TSP who wins the contract shall start the process of setup of their lastmile in the local loops to connect all the Digital Evaluations centers into their MPLS cloud and then connect back into the main HUB that will connect to RGUHS at Jayanagar, Bengaluru.
- B. The ISP/TSP shall ensure that they have required redundancy built in to their network to ensure that they deliver on the Service Level Agreement (SLA) as committed.
- C. SLA : the ISP/TSP shall enter into a legally binding SLA with RGUHS that assures the University of the following service levels that are to be met.
- Uptime of not less than 99% shall be delivered, this shall be measured at the router port that will be present at the customer premises.
  - Latency figures are to be committed in writing in the SLA with the maximum jitter that will be allowed.
  - The MTTR for any service/Outage requests will be committed in writing.
- D. The ISP shall provide the authorized personnel at the University with login details on their support portal to view the usage and general performance of their links at each of the locations.
- E. The ISP/TSP shall provide RGUHS with the latest copy of their Support Team's Escalation Matrix.
- F. The ISP/TSP will explicitly mention in their Technical proposal the damages that will be payable back to RGUHS in case of the downtime of the link/s exceed the time mentioned in the SLA.
- G. The ISP/TSP will provide RGUHS with Managed (Customer Premise Equipment) Network Termination Equipment at each of the locations, and they will proactively monitor the MPLS network to automatically raise a trouble ticket on an outage and also inform the representative of RGUHS of the same on e-mail.

**In puts form the RGUHS .**

RGUHS will provide the ISP/TSP with space in the designated room with full power backup to install the equipment that will be needed to successfully implement the MPLS solution.

1. Service Provider may associate with other Service Provider: NO
2. Training is an important feature of this Assignment: NO \_\_\_\_\_
3. Proposals must remain valid for 90days after the submission date.
4. The proposal submission address is:  
Registrar Rajiv Gandhi University of Health Sciences, Karnataka.  
4<sup>th</sup> 'T' Block, Jayanagar,  
Bangalore-560041.  
Phone:+9180-26961930.
5. Proposals must be submitted in the e-portal no later than the following date and time:\_\_\_\_  
\_\_\_\_\_
6. The address to send information to the Registrar RGUHS is:The Registrar, Rajiv Gandhi University of Health Sciences, Karnataka, 4th 'T' Block, Jayanagar, Bangalore-560 041
7. The numbers of points to be given under each of the evaluation criteria are mentioned here under.

The minimum technical score required to pass/Qualify is : 75 Points

5.8 The formula for determining the financial scores is the following:

[ $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price, and  $F$  the price of the proposal under consideration]

The weights given to the technical and

Financial Proposals are:  $T= 0.75$  and  $P = 0.25$

Ref;5.7 in page 10

Sincerely,  
[Name of Registrar RGUHS]



## TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Service Provider / Service Provider references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Registrar RGUHS.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Activity (work) schedule.

### 3A. TECHNICALPROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Service Provider )	TO: (Name and Address of Registrar RGUHS)

Ladies/Gentlemen:

Subject: Hiring of Service Provider for service -----

-----Technical Proposal.

We, the undersigned, offer to provide the service provider services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby our Proposal which includes this Technical Proposal, and a Financial Proposal uploading separately.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name Service Provider:  
Address:

### 3B. SERVICE PROVIDER REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key professional staff Provided by Your Firm/entity(profiles):
Name of Registrar RGUHS:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment:

Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
-----------------------------	----------------------------------	--------------------------------------

Name of Associated Service Provider , if any:	No. of Months of Key professional staff, provided by Associated Service Provider :
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Service Provider / Service Provider Name: \_\_

### 3C. COMMENTS AND SUGGESTIONS OF SERVICE PROVIDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE REGISTRAR RGUHS

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Registrar RGUHS

- 1.
- 2.
- 3.
- 4.
- 5.

SERVICE PROVIDER NAME:

## FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

### 4B. SUMMARY OF COSTS

(NOT TO BE FILLED FOR THE TECHNICAL BID)

No.	Description	Amount (Rupees)	
1.	50 Mbps Hub Port rental charges (inclusive of Managed CPE) and proactive network management services. At RGUHS Bangalore.		
2.	10 Mbps Port rental charges (inclusive of Managed CPE) and proactive network management services. At each of the 13 locations given in the datasheet.		
3.	Applicable Taxes if any		
4.	TOTAL COST (Including All Taxes) figure in words		

## **TERMS OF REFERENCE**

Terms of Reference normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE REGISTRAR  
RGUHS
6. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION,  
STATUS, FINAL DRAFT AND FINAL REPORTS

# **CONTRACT FOR SERVICE PROVIDER SERVICES**

Between

[Name of Registrar RGUHS]

and

[Name of Service Provider]

Dated :

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- Appendix C — Key Personnel and Sub-Service Provider
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- Appendix E — Breakdown of Contract price in Indian Rupees
- Appendix F — Form of Bank Guarantee for Advance Payments



## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 200\_\_, between, on the one hand, \_\_ (hereinafter called the "Registrar RGUHS") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Service Provider ").

[\*Note: If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:

“.....(hereinafter called the "Registrar RGUHS") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Registrar RGUHS for all the Service Provider ' obligations under this Contract, namely, \_\_\_ and \_\_\_ (hereinafter called the "Service Provider .")”]

### WHEREAS

- (a) the Registrar RGUHS has requested the Service Provider to provide certain consulting services as defined in the General

Conditions of Contract attached to this Contract (hereinafter called the "Services");

- (b) the Service Provider , having represented to the Registrar RGUHS that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (hereinafter called "GC");

- (b) The Special Conditions of contract (hereinafter called "SC"); (c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Service Provider -----

----- Appendix D: Services and Facilities to be provided by the Registrar RGUHS \_\_\_\_\_ Appendix E: Breakdown of

Contract Price

Appendix F: Form of Guarantee for Advance Payments

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Registrar RGUHS and the Service Provider shall be as set forth in the Contract, in particular:

(a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract;

And

(b) The Registrar RGUHS shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF REGISTRAR RGUHS]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF SERVICE PROVIDER]

By (Authorized Representative)

[Note: If the Service Provider consists of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE SERVICE PROVIDER [Name of Member]

By (Authorized Representative)

[Name of Member] By (Authorized Representative) etc.

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract; (f) "Government" means the Government of Karnataka; (g) "Local currency" means Indian Rupee;
- (h) "Member", in case the Service Provider consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Service Provider ' rights and obligations towards the Registrar RGUHS under this Contract.
- (i) "Party" means the Registrar RGUHS or the Service Provider , as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in Appendix A; and

- (m) "Sub-Service Provider " means any entity to which the Service Provider subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Registrar RGUHS, the Service Provider , or a Sub-Service Provider .

## 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Registrar RGUHS may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Registrar RGUHS or the Service Provider may be taken or executed by the officials specified in the SC.

## 1.7 Taxes and Duties

The Service Provider , Sub-Service Provider and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification and termination of Contract

### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

### 2.2 Commencement of Services

The Service Provider shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

### 2.4 Modification

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

### 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

- 2.5.5 Liquidated damages of the service provider fails to deliver or to perform the service within the periods specified in the contract. The Registrar RGUHS shall without prejudice to other remedies under the contract deduct from the contract price a liquidated damage a sum equivalent to 5% of the accepted price.

#### 2.6 Suspension:

The Registrar RGUHS may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

#### 2.7 Termination

##### 2.7.1 By the Registrar RGUHS

The Registrar RGUHS may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Registrar RGUHS may have subsequently approved in writing;
- (b) if the Service Provider (or any of their Members) become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider , in the judgment of the Registrar RGUHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of  
this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of RGUHS, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive RGUHS of the benefits of free and open competition.

- (e) if the Registrar RGUHS, in its sole discretion and for any reason whatsoever, decides to terminate thisContract.

#### 2.7.2 by the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Registrar RGUHS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Registrar RGUHS fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) If the Registrar RGUHS is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Registrar RGUHS of the Service Provider ' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

### 2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.7.1 or GC 2.7.2 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 prepared by the Service Provider and equipment and materials furnished by the Registrar RGUHS, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

### 2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Registrar RGUHS shall make the following payments to the Service Provider:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Service Provider :

### 3.1 General

The Service Provider shall perform the Services and carry out their 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 methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Registrar RGUHS,



and shall at all times support and safeguard the Registrar RGUHS's legitimate interests in any dealings with Sub- Service Provider or third parties.

3.2	3.2.1	<p>Conflict of Interests</p> <p>Service Provider Not to Benefit from Commissions Discounts, etc. The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider ' sole</p>
		<p>remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Provider , and agents of either of them, similarly shall not receive any such additional remuneration.</p>
	3.2.2	<p>Procurement Rules of Funding Agencies</p>
		<p>If the Service Provider , as part of the Services, have the responsibility of advising the Registrar RGUHS on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such</p>

Responsibility in the best interest of the Registrar RGUHS. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Registrar RGUHS.

### 3.2.3 Service Provider and Affiliates Not to engage in certain Activities

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, as well as any Sub-service provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

### 3.3 Confidentiality

The Service Provider , their Sub-Service Provider , and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Registrar RGUHS's business or operations without the prior written consent of the Registrar RGUHS.

### 3.4 Insurance to be taken out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Provider to take out and maintain, at their (or the Sub-Service Provider ', as the case may be) own cost but on terms and conditions approved by the Registrar RGUHS, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Registrar RGUHS's request, shall provide evidence to the Registrar RGUHS showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider' Actions Requiring Registrar RGUHS's Prior Approval

The Service Provider shall obtain the Registrar RGUHS's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services, it being understood
  - (i) That the selection of the Sub-service provider and the terms and conditions of the subcontract shall have been approved in writing by the Registrar RGUHS prior to the execution of the subcontract, and
  - (ii) That the Service Provider shall remain fully liable for the performance of the Services by the Sub- service provider and its Personnel pursuant to this Contract;
- (b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Service Provider"), and
- (c) Any other action that may be specified in the SC.

### 3.6 Reporting Obligations

The Service Provider shall submit to the Registrar RGUHS the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Service Provider to Be the Property of the Registrar RGUHS

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Provider in accordance with Clause 3.6 shall

become and remain the property of the Registrar RGUHS, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Registrar RGUHS, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### 3.8 Equipment and Materials Furnished by the Registrar RGUHS

Equipment and materials made available to the Service Provider by the Registrar RGUHS or purchased by the Service Provider with funds provided by the Registrar RGUHS shall be the property of the Registrar RGUHS and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Registrar RGUHS an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Registrar RGUHS's instructions. While in possession of such equipment and materials, the Service Provider, unless otherwise instructed by the Registrar RGUHS in writing, shall insure them at the expense of the Registrar RGUHS in an amount equal to their replacement value.

## 4. Service Provider' Personnel and Sub-Service Provider

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service Provider ' Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Provider listed by title as well as by name in Appendix C are hereby approved by the Registrar RGUHS.

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Registrar RGUHS may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider , it becomes necessary to replace any of the Key Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Registrar RGUHS finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Registrar RGUHS's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Registrar RGUHS.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Registrar RGUHS

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Registrar RGUHS shall use its best efforts to ensure that the Government shall:

- (a) 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;
- (b) assist the Service Provider and the Personnel and any Sub-Service Provider employed by the Service Provider for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Service Provider , Sub-Service Provider and Personnel any such other assistance as may be specified in the SC.

### 5.2 Services and Facilities

The Registrar RGUHS shall make available to the Service Provider and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Service Provider as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof.

## 6. Payment to the Service Provider:

### 6.1 Lump Sum Remuneration

The Service Provider / Service Provider total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Service Provider ' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

## 6.2 Contract Price

The Contract price is set forth in the SC.

## 6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

## 6.4 Terms and Conditions of Payment

Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Service Provider have submitted an invoice to the Registrar RGUHS specifying the amount due.

**Payment terms – One time charges will be paid in advance to the service provider. Quarterly advance payments shall be made to the service provider based on the equal amount of BG submitted by the SP.**

## 6.5 Interest on Delayed Payments

If the Registrar RGUHS has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SC.

## 7. Settlement of Disputes

### 7.1 Amicable Settlement

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

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the GeneralGC Clause \*  
Conditions of Contract

[1.1 (h) The Member in Charge is \_\_\_\_].

[1.4.1 The addresses are:

Registrar RGUHS :\_\_\_\_\_

Attention :

Telex :

Facsimile :

E-mail :-----

Service Provider :\_\_\_\_\_

Attention : Telex :

Facsimile :

E-mail :-----

[Note<sup>1</sup>: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission; (c) in the case of telegrams, 24 hours following confirmed transmission; and (d) in the

case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Registrar RGUHS : \_\_\_\_\_

For the Service Provider : \_\_\_\_\_

[Note: Fill in the blanks]

[1.7.1 The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Registrar RGUHS shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Registrar RGUHS separately.]

All Notes should be deleted in the Final Text

[2.1 The date on which this Contract shall come into effect is:

[2.2 The time period shall be ..... days [Note: Fill in 30 days or any other appropriate] or such other time period as the parties may agree in writing ]

[2.3 The period shall be \_\_\_\_\_ [Note : Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Service Provider or their Personnel or any Sub-Service Provider or their Personnel, for the contract period ;
- (2) Third Party liability insurance, with a minimum coverage for Rs. .... for the period of
- (3) Registrar RGUHS's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and of any Sub-Service Provider , in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

- (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider ' property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) Note: Delete where not applicable.]The other actions are \_\_\_\_\_.]

[3.7 The Service Provider shall not use these documents for purposes unrelated to thisContract without the prior written approval of the Registrar RGUHS.]

[5.1 Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract is Rs. \_\_\_\_\_.

[6.4 The account is: \_\_\_\_\_ ]

6.5 Payment shall be made quarterly in advance before the start of the ne

6.6 . Liquidated damages: If the service provider fails to deliver are to perform the service within the period specified in the contract. The Registrar RGUHS shall without prejudice to other remedies under the contract deduct from the contract price a liquidated damages to 0.5% of the of the accepted price up to Maximum 5% of the contract price in puts the University

Disputes shall be settled by arbitration in accordance with the following provisions.

#### 7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India\*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of



Engineers India\*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Registrar RGUHS and the Service Provider shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

#### 7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

#### 7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

#### 7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- (b) The English language shall be the official language for all purposes
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## **IV. APPENDICES**

### **Appendix A: Description of the Services**

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Registrar RGUHS, etc.]

### **Appendix B: Reporting Requirements**

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

### **Appendix C: Key Personnel and Sub-Service Provider**

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-Service Provider [if already available]; same information with respect to their Personnel as in C-1 through C-2]

### **Appendix D: Services and Facilities to be provided by the Registrar RGUHS**

### **Appendix E: Breakdown of Contract Price in Indian Rupees**

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments(Reference SC Clause 6.4 of Contract)(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

Dear Sir,

In consideration of M/s.(hereinafter referred as the “Registrar RGUHS”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. (hereinafter referred to as the “Service Provider ” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Registrar RGUHS’s Contract

Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Service Provider ,Resulting in a Contract valued at (Scope of work) For Contract (hereinafter called the “Contract”) And the Registrar RGUHS having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Registrar RGUHS immediately on demand any or, all monies payable by the Service Provider to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ without any demur, Reservation, contest, recourse or protest and/or without any reference to the Service Provider . Any such demand made by the Registrar RGUHS on the Bank shall be conclusive and binding notwithstanding any difference between the Registrar RGUHS and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Registrar RGUHS discharges this guarantee.

The Registrar RGUHS shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Registrar RGUHS and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Registrar RGUHS and the Service Provider any other course or remedy or security available to the Registrar RGUHS. The bank shall not be relieved of its obligations under these presents by any exercise by the Registrar RGUHS of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Registrar RGUHS or any other indulgence shown by the Registrar RGUHS or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Registrar RGUHS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Registrar RGUHS may have in relation to the Service Provider liabilities. Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in Force up to and including one year), as may be

desired by M/s.and shall be extended from time to time for such period (not exceeding on whose behalf this guarantee has been given.

Dated thisday of19 at

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No.\_\_\_\_\_Dated \_\_\_\_

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

## Annexure - A

1. E101 Dr. Chandra Sekhar Principal  
Mob: 9845239281  
ESIC MEDICAL COLLEGE  
SEDAM ROAD,GULBARG-585106  
Coll. Ph.: 08472-265546,47,48  
College Fax: 08472-265545
2. M005 Dr. A C ASHOK, PRINCIPAL  
MOB: 9341238027  
M S Ramaiah Medical College  
MSR NAGAR MSRIT POST BANGALORE - 560054  
College Ph: 080-23601852  
College Fax: 23606213
3. M227 Dr. RAMAIAH ,Director  
Mob: 9449044010/9483510722  
Belgaum Institute of Medical Sciences  
Dr. B R AMBEDKAR ROAD BELGAUM 590001  
Coll. Ph: 0831-2403126  
Coll. Fax: 2421464
4. M251 Dr. Vidyadhar Kinhal  
Principal  
Mob: 9880136530  
Vijaya Nagar institute of Medical Sciences  
Cantonment,  
Bellary-583104,  
Coll. Ph: 08392-235204  
Coll. Fax: 08392-235201
5. M401 Dr. JAYAPRAKASH ALVA  
PRINCIPAL  
MOB: 9845206369  
Fr. Muller Institute of Medical Education  
Kankanady, Mangalore – 575002  
Coll. Ph. 0824-2238330  
Coll. Fax. 0824-2436352
6. M404 Dr. Ramesh Pai  
Principal  
MOB: 9880282435  
A J Institute of Medical Sciences  
N.H 17,kuntikana,Mangalore – 575004  
Coll. Ph: 0824-2225533  
Coll. Fax: 0824-225541

7. M426 Dr. MANJUNATH ALUR  
PRINCIPAL  
MOB: 9845246557  
J J M MEDICAL College  
PJ Extension, Davanagere  
Coll. Ph: 08192-231388  
Coll. Fax: 08192-231388
8. M451 Dr. U S HANGARGA  
PRINCIPAL  
MOB: 9448124369  
Karnataka institute of medical sciences  
Vidya nagar,hubli-580022  
Coll. Ph. 0836-2278097  
Coll. Fax: 2278097,2373724
9. M676 Dr. K R DAKSHAYANI  
PRINCIPAL  
MOB: 9448739565  
Mysore Medical College  
Irwin Road,Mysore – 570001  
Coll. Ph : 0821-3290410/2427765  
Coll. Fax. 0821-2520803
10. M776 Dr. PUSHPA SARKAR  
PRINCIPAL  
MOB: 9342189677  
Mandya Institute of Medical Sciences District Hospital  
Campus, Mandya- 571401  
Coll. Ph: 08231-222086  
Coll. Fax: 231001
11. M888 Dr. SACCHIDANAND  
REGISTRAR EVALUATION  
MOB: 9341218715  
Rajiv Gandhi University of Health Sciences  
4<sup>th</sup> T BLOCK JAYANAGAR,BANGALORE 560041  
Coll. Ph : 080-26961930
12. M969 Dr Shivakumar Veeraiah  
Principal  
Mob: 9448051051  
Rajarajeshwari Medical College & Hospital  
Anchepalya,Mysore Road,Kengeri  
Hobli,Bangalore – 560074  
Coll. Ph: 080-65666768  
Coll. Fax: 080-28437393

13. N001 Dr. SUVARNA B TALAVAR  
PRINCIPAL  
MOB: 988043171/9740717554  
Government College of Nursing Victoria Hospital  
Complex, Fort.  
Coll. Ph: 080-26708745
14. N855 Dr. PRAKASH  
Director  
Mob: 9886574290  
SDC TRC & Rgicd College Of Nursing  
Second Floor ,SDC TRC  
& RGICD New Building, Someshwara Nagar  
1<sup>st</sup> Main Road, Dharmaram College,  
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