

GOVERNMENT OF KARNATAKA

**YESHASVINI COOPERATIVE FARMERS HEALTH CARE TRUST,
NO.70, 2ND FLOOR, KMC BUILDING, K. R. ROAD,
BASAVANAGUDI, BANGALORE-560 004**

Ph No:080-26671616

**Tender Notification
Through e-procurement only**

<https://www.eproc.karnataka.gov.in>

INVITING TENDER FOR DATA ENTRY

***TENDER DOCUMENT FOR THE WORK OF DATA ENTRY OF DETAILS OF MEMBERS
ENROLLED UNDER YESHAVSVINI COOPERATIVE FARMERS HEALTH CARE SCHEME***

**SERVICE IS OUR MOTTO
HEALTH OF THE FARMERS IS WEALTH OF THE NATION**

GOVERNMENT OF KARNATAKA
YESHASVINI COOPERATIVE FARMERS HEALTH CARE TRUST,
NO.70, 2ND FLOOR, KMC BUILDING, K. R. ROAD,
BASAVANAGUDI, BANGALORE-560 004

Phone No: 080-26671616

No: CO 104 CLS 2017

Date: 06 -01-2018

TENDER FOR DATA ENTRY WORK

Short Term Tender Notification

(Through e- procurement only)

Proposals are invited from interested, eligible, experienced firms, companies and also vendors for data entry job work of approximately 32 lakhs beneficiaries enrolled under Yeshasvini scheme during the year 2017-18.

The schedule of activities for this tender shall be as under:

Sl. No.	Description	Date	Time
1	Publication of Tender document through e-Procurement Portal of Government of Karnataka	06-01-2018	5.00 PM
2	Date from which the tender document can be downloaded	06-01-2018	5.00 PM
3	Date of pre-bid meeting	12-01-2018	11.00 AM
4	Last date and time for submission of tenders	22-01-2018	6.00 PM
5	Opening of Technical tender bids	24-01-2018	11.30 AM
6	Announcement of Technically qualified tenderers	27-01-2018	5.30 PM
7	Opening of financial bids	29-01-2018	11.30 AM

Tenderers may view and download the tender document from the e-procurement portal of Government of Karnataka at <https://eproc.karnataka.gov.in> . Aspiring tenderers need to obtain the user ID and Password for participating in e-tendering from the Department of E-Governance, 1st Floor, 2nd Gate, MS Building, Bangalore.

Correspondence, if any, related to this tender may be addressed to The Chief Executive Officer, Yeshasvini Cooperative Farmers Health Care Trust at the above-mentioned address.
email: yeshtrust@gmail.com

Sd/-

Chief Executive Officer

Yeshasvini Cooperative Farmers Health Care Trust

SECTION I
INVITATION FOR TENDERS (IFT)

Date: 06/01/2018

IFT No.: No: CO 104 CLS 2017

1. Yeshasvini Cooperative Farmers Health Care Trust invites tenders from eligible tenderers for **Data Entry Work of details filled in the enrollment forms of members who are enrolled in Rural and Urban Yeshasvini schemes during 2017-18.**
2. The tenderers may submit tenders for providing the services mentioned above. **Tenderers are advised to note the qualification criteria specified in Section-V to qualify for award of the contract.**
3. Tender documents can be downloaded from e-procurement portal free of cost.
4. Tenders must be accompanied by security of the amount specified in the tender document. Earnest money deposit (EMD) of Rs. 50,000=00 shall be deposited through any of the following modes on the e-procurement portal.
 - Credit card
 - Direct debit
 - National electronic Fund transfer (NEFT)
 - RTGS
 - Internet Banking
 - Over- the- counter (OTC) -designated branches located across the country
5. Tenders shall be filed only through e –procurement portal on or before 22-01-2018 before 18.00 Hrs
6. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS
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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers:

- 1.1 Tenderers shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide data entry services for the preparation of the design, specifications, and other documents to be used in this Invitation for Tenders.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka or black listed by any Government or Government aided institutions.

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Chief Executive Officer, Yeshasvini Trust, hereinafter referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents:

- 3.1 The Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - a. Instruction to Tenderers (ITT)
 - b. Conditions of Contract (CC)
 - c. Schedule of Requirements
 - d. Eligibility Criteria
 - e. Technical Specifications
 - f. Technical Tender Form and Price tender form
 - g. Contract Form
 - h. Performance Security Form
- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents:

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or through e-mail at the Employers e-mail address indicated in the Invitation for Tenders. The Employer will respond to all such clarification through e-procurement portal to any request for clarification of the tender documents which it receives no later than 12-01-2018 5.00 p.m.

5. Amendment of Tender Documents:

5.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by amendment.

5.2 Any such amendment to the tender document shall be posted on the e- procurement portal and will be binding on them. Therefore, interested tenderers are advised to keep checking the e- procurement portal for such changes.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment if any, into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender:

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided; they are accompanied by an accurate translation of the relevant passages in English language in which case, for purposes of interpretation of the Tender, the translation shall govern. However, documents in Kannada need not be translated.

6.2 A pre-bid meeting will be held on 12-01-2018 at 11.00 a.m in the office of Yeshasvini Trust at No 70, 2nd Floor, Vaidyakeeya Bhavana, K.R. Road, Basavanagudi, Bengaluru 560004.

7. Documents Constituting the Tender:

7.1 The tender prepared by the Tenderer shall comprise the following components:

- a) A Technical Tender Form and a Price tender form completed in accordance with ITT Clauses 8, 9 and 10;

- b) Documentary evidence established in accordance with ITT Clause 1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Documentary evidence established in accordance with ITT Clause 12 that the services to be rendered by the Tenderer are eligible and conform to the tender documents; and
- d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form:

8.1 The Tenderer shall complete the Technical Tender Form and the Price Tender form furnished in the tender documents, indicating the Services to be provided.

9. Tender Prices:

9.1 The Tenderer shall indicate on the Price Tender form the tender prices of the services it proposes to provide under the Contract. To this end, the tenderers are required to submit the tenders for the complete services specified in the Schedule of Requirements in Section-IV, on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price tender form shall be entered separately for each item of data entry item. The total price to be paid by the Employer shall be entered and all the applicable taxes shall be shown separately. If there is a variation in the rates quoted in the e-procurement portal and the price tender format uploaded, the rates quoted in the e-procurement portal will prevail.

9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency:

10.1 Prices shall be quoted in Indian Rupees.

11. Documents Establishing Tenderer's Eligibility and Qualifications:

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract mentioned in Section -IV if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Employers satisfaction.

- (a) That the Tenderer has the technical and financial capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section V. To this end, all tenders submitted shall include the following information:
- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the Tenderer on services offered and on those of similar nature within the past three years (in Proforma given in Section VI);

12. Conformity to Tender Documents:

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing conformity to the tender documents of services which the Tenderer proposes to provide under the contract.

13. Earnest Money Deposit:

13.1 Tenderer shall furnish, as part of its tender, Earnest Money Deposit, the amount specified in clause 4 of section I of IFT pursuant to ITT Clause 7.

13.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7

13.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall, at the tenderer's option, be deposited through any of the following modes on the e-procurement portal.

- Credit card
- Direct debit
- National electronic Fund transfer (NEFT)
- RTGS
- Internet Banking
- Over- the- counter (OTC) -designated branches located across the country

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 29, and furnishing the performance security, pursuant to ITT Clause 30.

13.7 The Earnest Money Deposit may be forfeited:

- a) If a Tenderer
 - (i) Withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) Does not accept the correction of errors pursuant to ITT Clause 22.2; or

- b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 29; or
 - (ii) To furnish performance security in accordance with ITT Clause 30.

14. Period of Validity of Tenders:

- 14.1 Tenders shall remain valid for 60 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by e- email. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and signing of Tender:

- 15.1 The tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender shall be initialed by the person or persons signing the tender before uploading it on the e- procurement portal.
- 15.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. Submission of Tenders

16. Submission of tenders:

- 16.1 All tenders shall be submitted in the e-procurement portal only.

17. Deadline for Submission of Tenders:

- 17.1 Tenders must be received by the Employer in the e-procurement portal not later than the time and date specified in the Invitation for Tenders (Section I).

17.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late tenders:

18.1 After the deadline for receipt of tenders, the e-procurement portal will not permit further submissions.

19. Modification and Withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Employer through the e-procurement portal prior to the deadline prescribed for submission of tenders.

19.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Employer:

20.1 The tender opening committee of the Employer will first open the technical tenders, in the presence of Tenderers' representatives who choose to attend, at 11.30 Hrs. on 24-01-2018 in the Office of Registrar Of Cooperative Societies, No.1, Ali Asker Road, Bangalore-52.

20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Employer, the tenders shall be opened at the appointed time and location on the next working day.

20.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite earnest money deposit and such other details as the Employer, at its discretion, may consider appropriate.

20.4 The Employers tender opening committee will prepare minutes of the tender opening.

21. Clarification of Tenders:

21.1 During evaluation of tenders, the Employer may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination:

22.1 The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, amount mentioned in words will prevail. If Tenderer does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

22.3 The Employer may waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Applicable law (CC Clauses 2), Taxes & Duties (CC clause 6.5) Liability (CC Clause 18), Performance Security (CC Clause 24) and Force Majeure (CC Clause 27) will be deemed to be a material deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders:

23.1 The Employer will evaluate and compare the tenders, which have been determined to be substantially responsive. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

- 23.2 The Employer's evaluation of a tender will take into account, in addition to the tender price the following factors, in the manner and to the extent indicated in ITT Clause 23.3 and in the Technical Specifications:
- 23.3 Pursuant to ITT Clause 23.2, one or more of the following evaluation methods will be applied:
- a) The criteria for evaluation of tender are set out in Part VI of this tender document. Weightage points will be awarded according to classification of components of eligibility criteria.
 - b) The tenderers should mandatorily score at least 30% of marks in individual categories of eligibility criteria. Overall Tenderers scoring at least 70 points and above in Technical tender proposal would be declared as Technically Qualified Tenderers. Financial Proposal of only such of the Technically Qualified Tenderers shall be opened for further evaluation.
- 23.4 To facilitate evaluation of Tender Proposals, the Yeshasvini Trust may, at its discretion, seek clarifications in writing from any Tenderers regarding its Tender Proposal.
- 23.5 The tender Proposal would be considered to be responsive if it meets the following conditions:
- a) Received in the e-procurement portal within in due date including any extension thereof.
 - b) Contains all the information in the specified format and documents as requested in this document.
 - c) Mentions the validity period as set out in Clause 14.1
 - d) There are no inconsistencies between the Proposal and the supporting documents.
- 23.6 A tender Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b) Which limits in any substantial way, inconsistent with this document, The Trust's rights or the Tenderer's obligations under the Agreement, or
 - c) Which would affect unfairly the competitive position of other Tenderers presenting substantially responsive proposals
- 23.7. The tenders, which do not meet the eligibility criteria as prescribed in the tender documents and without the signature of the authorized person/ appropriate powers of attorney/letter of authority and not in accordance with the tender conditions will be rejected. Any deviations from the specifications, terms and conditions laid down in the tender documents shall be rejected.
- 23.8 The financial tender of only technically qualified tenderers would be opened. Where a tender is not qualified in the evaluation of technical tender, the price tender of that Tenderer will not be opened.

24. Contacting the Employer

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification:

- 25.1 After evaluation of the Technical tender the Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (a) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Employer deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria:

- 26.1 Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 26.2 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantum of services originally specified in the Schedule of Requirements without any change in the pro rata price or other terms and conditions.

27. Employer's right to accept any tender and to reject any or all tenders:

27.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

28. Notification of Award:

28.1 Prior to the expiration of the period of tender validity, the Employer will notify the successful Tenderer in writing by letter or by e- mail or fax, to be confirmed in writing, that its tender has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 30, the Employer will promptly notify the name of the winning Tenderer on e-procurement portal and will discharge its earnest money deposit, pursuant to ITT Clause 13.

28.4 If, after notification of award, to the successful tenderer, a Tenderer wishes to ascertain the grounds on which it's tender was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

29. Signing of Contract:

29.1 At the same time as the Employer notifies the successful Tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29.2 Within 7 days of receipt of Notification of Award, the successful Tenderer shall sign and date the Contract and return it to the Employer.

30. Performance Security:

30.1 Within 7 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish performance security deposit of Rs. 1,00,000 (Rupees One lakh only) and performance security of Rs. 1,00,000 (Rupees One lakh only) in the form of bank guarantee from any scheduled bank valid up to 3 months beyond the contract period, in accordance with the Conditions of Contract and in the Performance Security Form provided in the tender documents or in another form acceptable to the Employer.

30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 29.2 or ITT Clause 30.1 shall constitute sufficient grounds for the annulment of the award

and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

31. Corrupt or Fraudulent Practices:

- 31.1 The Employer requires that Tenderers observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Employer:
- i. Defines, for the purposes of this provision, the terms set forth 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 procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
 - ii. Will reject a proposal for award, if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government 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 Government-financed contract.

Section III
Conditions of Contract
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Conditions of Contract

1. Definition and Interpretation

1.1 In the Contract the following words and expressions shall have the meanings stated below, unless otherwise required by the context.

- a) **“Beneficiary”** shall mean any person identified and issued Enrollment cum ID card by the Employer as a person including the family members enrolled in Rural and Urban Yeshasvini Cooperative health care scheme, entitled for availing Surgical/Medical Benefits under the Scheme.
- b) **“Employer”** shall mean Yeshasvini Cooperative Farmers Health Care Trust
- c) **“Contractor”** shall mean the contractor who is undertaking the work of data entry of members enrolled under Rural and Urban Yeshasvini schemes.
- d) **“Network Hospitals”** shall mean the hospitals recognized and empaneled by the Employer for providing cashless facilities to the beneficiaries under the Scheme at pre-agreed tariffs for each of the listed surgeries/ailment that is covered under the Scheme.
- e) **“Beneficiary Contribution”** shall mean the amount to be contributed by each beneficiary as determined by the Employer to avail the medical/surgical benefits for one year from the commencement date of the Scheme every year.
- f) **“Family Members”** shall mean his/ her father, mother, spouse, sons, daughters, including daughter-in-laws, grand children, grandmother, grandfather, of a joint family.
- g) **“Registrar of Cooperative Societies”** shall mean the post of Registrar of Cooperative Societies under the Karnataka Cooperative Societies Act, 1959.
- h) **“Contract”** means the Contract signed by the Parties, together with all the documents listed in letter of award;
- i) **“Service means”** the work to be performed by the Contractor in pursuant to this Contract for the purposes of the Scheme, as described in this document under Clause 3 hereof.
- j) **“Contracts Sums”** means gross amounts of the Contractor’s original proposal in Indian Rupees with tax, duties, fees and other imposition as provided for in the Conditions inclusive of all cost, all types of investigation works if any.
- k) **“Party or Parties”** shall mean contractor or the Employer as the entire context means.
- l) **“Personnel”** mean persons hired by the Contractor as employees and assigned to the performance of services or any part thereof;

2. Law Governing the Contract

- 2.1 All documents that are prepared and executed have its meaning and interpretation and the relation between the Parties shall be governed by the Indian Contract Act as per the applicable law in India.

3. Language

- 3.1 All documents that are prepared and executed shall be in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

4. Objectives

- 4.1 The Objectives which the Employer wishes to achieve by entering the Contract are set out in Section IV "Schedule of requirements".

5. Commencement and Duration

- 5.1 Commencement date shall be the 8th day from the date of issue of work order. Time allowed for completion of work is 60 days from the date of commencement.
- 5.2 Unless terminated earlier in accordance with Clause 25, this Contract shall remain in effect until the period stated in the Contract has passed after the commencement date.

6. General Provisions

- 6.1 **Assignment:** Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
- (a) May assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party
- 6.2 **Contractor's Representative:** The Contractor shall appoint a Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer Representative has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 6.3 **Employer's Representative:** The Employer shall name its representative before the Commencement date. The Employer may change its representative from time to time and shall give notice of the change without delay. The Employer shall not change its representative at a time and in such a manner as to impede the progress of the Services. The Employer's Representative shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract by the Employer shall be given by the Employer's Representative otherwise provided.

6.4 **Communications by the Contractor:** All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Employer's Representative except as herein otherwise provided.

6.5 **Compliance with Laws:** The Contractor shall, in performing the Contract, comply with all applicable Laws. The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Services in so far as these relate to the Services and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

7. **Conflict of Interest**

7.1 The Contractor shall hold the Employer's interests' paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

7.2 Contractor not to benefit from commissions discounts, etc. The payment of the contractor pursuant to Sub-Clause 15.1 [Contractor's Remuneration] shall constitute the Contractor's only payment in connection with this Contract and, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.

7.3 Prohibition of conflicting activities: The Contractor shall not engage, and shall cause its personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

8. **Know-How Transfer and Training**

8.1 Requirement to transfer know-how and systems

The Contractor shall:

- (a) Transfer such know-how, management systems, manuals, management software and similar knowledge, tools and capacity for running the management services as in the contract with the Employer.
- (b) Handover to the Employer, at the termination or expiration of the Contract, management systems, manuals, utility management software and similar tools.

8.2 Requirement to provide training

The Contractor shall provide such training and development of personnel. The performance of the obligations under this Clause shall be at the cost of the Contractor.

9. **Obligation of the Contractor**

- 9.1 The obligation due from the contractor, performance targets and key indicators shall be as in Section IV "Schedule of requirements".
- 9.2 In performing the services and exercising its delegated management authority, the Contractor shall use its best endeavors to achieve or exceed the performance targets.
- 9.3 Failure to achieve the obligations and performance targets is not to result in any penalty, or create ground for termination of the Contract, except to the extent specified in clause 31.

10. **Staff to be provided by the Contractor**

- 10.1 Provision of Contractor's Personnel: The Contractor shall provide the Contractor's Personnel required for data entry work as detailed in section IV "Schedule of requirements".
- 10.2 All costs for engaging personnel to perform the task of data entry detailed in Section IV "Schedule of requirements" are to be met from the Contractor's Account.
- 10.3 All cost for establishing data entry centres at district places including engaging personnel to carry out the data entry works shall be borne by the contractor and he shall comply with all labor laws.
- 10.4 The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning safety at work.

11. **Labor Laws**

- 11.1 The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare etc., and shall allow them all their legal rights.
- 11.2 The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning safety at work.

12. Health and Safety

12.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel.

13. Contractor's Personnel Qualifications

13.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations to meet the requirement of Schedule of requirements.

13.2 The Employer's Representative may require the Contractor to remove (or cause to be removed) from the facilities or the performance of the Services, any Contractor's Personnel, including the Contractor's Representative if applicable, who:

- (a) Persists in any misconduct or lack of care,
- (b) Carries out duties incompetently or negligently,
- (c) Fails to conform with any provisions of the Contract, or
- (d) Persists in any conduct, which is prejudicial to safety, health, or the protection of the environment.

13.3 If requested by the Employer, the Contractor shall then substitute the person removed with another person. This substitution must be in accordance with Sub-Clause 10.1

14. Contractor's reporting

14.1 Unless otherwise stated, weekly progress reports shall be prepared by the Contractor and submitted to the Employer's Representative in one hard copy and a soft copy. Reports shall be submitted weekly thereafter, within 7 days after the last day of the period to which it relates. The Contractor shall comply with all other reporting requirements specified in Section IV "Schedule of requirements".

15. Contractor's Remuneration and Costs

15.1 Contractor's Remuneration: Amount and conditions of payment of the Contractor's Remuneration shall be as specified in the Contract.

- a) Payment of the Contractor's Remuneration shall be the responsibility of the Employer.
- b) The Contractor's request(s) for payment shall be made to the Employer in writing, upon fulfillment of all obligations stipulated in the contract.
- c) Employer shall make payment to the contractor for the services provided as per rate quoted in the price tender after satisfactory completion of work and after deducting the applicable taxes at source and the penalty if any.
- d) Payment shall be made in Indian Rupees.

16 Obligations and Rights of the Employer

16.1 Right to use facilities: The Employer hereby grants free of charge to the Contractor, as from the commencement date, the right to access the data of the enrolled members and to the space provided at the office of the Deputy Registrar of Cooperative Societies.

16.2 Payments by the Employer: The Employer shall make payments to the Contractor in accordance with the terms of this Contract.

16.3 Employer shall use its best efforts to ensure that the Contractor's personnel are provided with required infrastructure as may be necessary or appropriate for the prompt and effective implementation of the services.

16.4 To ensure handover of enrollment forms of enrolled members with all fields duly filled up and photographs of the members on the back of the enrollment forms.

17 Supervision by the Employer

17.1 The Employer shall supervise the Contractor in the performance of its obligations under this Contract.

17.2 The Employer shall review and approve or comment upon all reports submitted by the Contractor.

17.3 The Employer shall be given reasonable access during normal working hours to premises, works and sites of the Contractor for the purposes of inspection and certification. For the avoidance of doubt the term "Employer" as used herein shall include duly authorized officers, employees, representatives of the Employer and the Financial and Technical Auditors.

18. Liability

18.1 Notwithstanding anything contained in this Contract, the Contractor shall be responsible for consequences on the account of lapses, if any, in the data entry work and it has to meticulously done and checked for correction if any with the Deputy Registrar of Co-operative Societies of the district and shall be liable for penalty for wrong entries besides rectifying the defects.

18.2 Further, if any beneficiary of the Scheme visits the Network Hospital for treatment, the details and scanned photos shall be such that they can be easily identified by the hospitals easily and if any lapses of the Contractor for defective data entry, he will be held liable, then the Contractor shall rectify the defects at his cost.

19. Contractor to Indemnify Employer

19.1 The Contractor shall indemnify and hold the Employer harmless against and from any claim, which arises out of or in relation to the performance of the Services or the Contractor's management.

20. Confidentiality

20.1 The Contractor shall keep confidential and shall not, without the written consent of the Employer, divulge to any Third Party any documents, data or other information arising directly or indirectly from the performance of Services under the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

21. Use of information

21.1 The Contractor shall not use such documents, data and other information received from the Employer for any purpose other than as are required for the performance of the Contract. The Contractor shall not publish, permit to be published, or disclose any particulars of the contract, assets or facilities in any trade or technical paper or advertising materials without the prior written consent of the Employer.

22. Exceptions for publicly available information

22.1 The obligations of the Contractor under Sub-Clause 20 above shall not apply to that information which,

- (a) Now or hereafter enters the public domain through no fault of the Contractor;
- (b) Can be proven to have been possessed by the Contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Employer; or
- (c) Otherwise lawfully becomes available to the Contractor from a Third Party that has no obligation of confidentiality.

23. Indemnities

23.1 The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Services, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) Damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's performance or non-performance of the Services and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

23.2 The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.

24. Performance Security

24.1 Within 7 days of the notification of award from the employer the successful tenderer shall furnish performance security deposit of Rs. 1,00,000 (Rupees One lakhs only) and performance security of Rs. 1,00,000 (Rupees One lakhs **only**) in the form of bank guarantee from any scheduled bank valid up to 3 months beyond the contract period in accordance with the conditions of contract, in the form prescribed in the tender form or another form acceptable to employer.

24.2 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Services and been released from liability under this Contract.

24.3 The Employer shall return the Performance Security to the Contractor within 21 days after issuing the Performance Certificate.

24.4 The employer can invoke bank guarantee for non-performance and defective services.

25. Termination

25.1 The parties agree that this agreement may be terminated prior to its term for the following reasons:

- a) If either party is declared an insolvent, bankrupt or files for liquidation.
- b) Both parties mutually agree to terminate this agreement.
- c) Upon either party committing a breach of this agreement.
- d) If contractor fails to comply with any final decision as details of arbitration proceeding.
- e) If the contractor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension within fifteen (15) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:
- f) If, as a result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g) If the employer, in its sole discretion and for any reason whatsoever, decides to terminate this agreement.
- h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

- i) However, upon such breach, the non-defaulting party shall give written notice to the defaulting party clearly indicating the nature of the breach. The defaulting party shall have fifteen days to cure the breach. If the breach is not cured within the cure period, the non-defaulting party shall serve a final notice of termination and the agreement shall stand terminated.

25.2. **Payment upon Termination:** Upon termination of this agreement the employer shall make the payments to the contractor provided after offsetting against those payments any amount that may be due from the contractor.

26. Consequences of termination:

26.1 The Employer acknowledges that with respect to the enrolled members' application wherein the data is pending for entry at the time of termination of the Agreement, the Contractor shall furnish the list of all such applications district wise as on the date of termination of the Agreement to the Employer and hand over the physical possession of the enrolled members application wherein the data entry work has been completed along with the applications wherein the data is pending for entry.

26.2 The consideration payable to the Contractor shall be paid in full for the services rendered, if such termination is not attributable to the actions of the Contractor.

27. Force Majeure

27.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not substantially attributable to the other Party.

27.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- a. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b. Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors, revolution, insurrection, military or usurped power, or civil war,
- c. Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors, or the Employer's Personnel
- d. Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- e. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

27.3 Neither party shall be in breach of any of its obligations under this agreement to the extent that its performance is prevented physically, hindered or delayed by an act, event or circumstances (Whether of the kind described herein or otherwise), which is not reasonably within the control of such party.

27.4 Payments in the event of Force Majeure: During the period of their inability to perform the Services as a result of an event of Force Majeure, the contractor shall not be entitled to be reimbursed for any additional costs.

27.5 Notice of Force Majeure: If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

27.6 The Party shall, having given notice, be excused from performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

27.7 Duty to Minimize Delay: Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

- 27.8 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- 27.9 Consequences of Force Majeure: If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled to an extension of time for any such delay, if completion of the services is or will be delayed.

28 Suspension of Services

28.1 Suspension for non-payment

If the Employer:

- (a) Fails to pay the Contractors any sum due under the Contract within the period specified in the Contract;
- (b) Fails to approve any invoice or supporting documents without just cause under the Contract;
- (c) Commits a substantial breach of the Contract, including preventing the exercise of the Contractor's delegated management authority
- (d) Fails to provide possession of or access to the facilities the Contractor may, after giving not less than 14 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the failure or breach which gave rise to the suspension has been rectified.

29 Compensation for costs from suspension

29.1 Employer's Entitlement to Suspend the Services and Delegated Management Authority

- a) The Employer may suspend the services and delegation of management authority, if this is necessary in the public interest, by notice to the Contractor. Such notice shall specify the effective date of the suspension, the reasons for the suspension, and the date on which the suspension will end.
- b) If the Employer suspends the services in accordance with the above clause, the Contractor shall then cease to perform its obligations under the Contract. However, the Contractor shall still be entitled to the Contractor Remuneration under the Contract up to the period for which the services were rendered.
- c) If the suspension continues for more than 90 days, the Contractor may, by notice to the Employer, treat the suspension as termination for employer convenience.

29.2 If the Contractor suffers delay and/or incurs cost as a result of suspending work (or reducing the rate of work) in accordance with this sub-clause, the Contractor shall be entitled to:

- (a) An extension of time for any such delay, and
- (b) Payment of a costs actually and reasonably incurred as a result of the suspension

30. Contract Variation

30.1 Employer Variations: At any time during the term of the contract the employer's representative may request a variation by giving to the contractor a variation request.

A variation request shall specify

- a) A brief description of the Change of the Services
- b) The effect on any other provisions of the Contract
- c) A reasonable period within which the Contractor is required to respond.

30.2 Decision on Employer's Variation Request: On receiving a variation request the Contractor shall respond in writing as soon as practicable, and in any event within the period stipulated, either by giving reasons why he cannot comply (if this is the case) or by submitting a variation proposal containing a description of the proposed work to be performed and a program for its execution,

30.3 An estimate of the adjustment in contractor remuneration which would be necessary to put the contractor in the same financial position as if the variation were not implemented

30.4 The Employer shall then:

- a) Accept the Variation Proposal, which shall then modify the Contract so far as is specified in the Variation Proposal; or
- b) Notify the Contractor that is has decided not to proceed with Variation or
- c) Notify the Contractor that it does not agree with the proposed adjustment in Contractor remuneration or other terms of the Contract, and refer the issue for determination through the Dispute Resolution procedure.

31. Penalty for deficiency in services

31.1. If the Employer realizes directly, or through an agency appointed by the Employer for the purpose of evaluating the service, that the Contractor has not completed all or any or any part of its obligation during the contract period; the payment to the contractor shall be restricted to the amount proportionate to the quantum of services rendered under that component. In addition, the contractor shall be liable to pay a penalty up to 1% (one percent) of the monthly prorate service charges for deficiency in each component for the number of months' deficiency persisted.

32. Settlement of Disputes

32.1. The dispute settlement mechanism to be applied shall be as follows:

- a) Best effort basis by both parties to resolve differences in a mutual discussion/ negotiation. If the disputes are not resolved, then the following action to be taken.
 - i) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre- Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules. A certified copy of the appointment Order shall be supplied to each of the Parties.
 - ii) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - iii) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

SECTION –IV

SCHEDULE OF REQUIREMENTS

2. SCOPE OF WORK:

- 2.1 The Trust proposes to entrust the services of job work of data entry of approximately 32 lakh beneficiaries for the year 2017-18 in the following manner.
- a. **Data entry of fresh/new enrollment applications**
 - b. **Data entry of add-on members in renewal applications / receipts**
 - c. **Data entry of renewal receipts**

INSTRUCTIONS TO THE AGENCY :

For data entry of fresh/new enrollment applications:

- 2.2 The Agency is required to enter the data of members' application in the software provided by the Trust.
- 2.3 The Agency shall possess licensed SQL server at its own cost and shall have bar code reader and scanner, computer, operators, proof readers in sufficient numbers.
- 2.4 The data entry operators shall read the pre-defined numbers through bar code reader and enter the data of particular family under the same number as it is mentioned in the enrolment form and scan the photographs of beneficiaries.
- 2.5 The Agency shall take all precautions to record the pre-defined number (UHID) using bar code reader to avoid numerical mistakes.
- 2.6 The Agency shall scan the enrolment forms of the beneficiaries on both the sides. Each enrolment form is meant for one family and the number of family may vary from one to any number.
- 2.7 The Agency shall enter complete data of each one of the members in respect of new applications as per the information provided in the pre-defined enrolment forms. Each enrolment form is allotted with unique pre-defined identification number and it contains name, age, relationship to the main member, co-operative society name, Taluk name, district name, membership details etc. [Sample enrollment form may be obtained from the Trust Office.]
- 2.8 The Agency shall enter complete information as per the enrolment form into the software. The data in enrolment form is filled in Kannada whereas it shall be entered in the data base in English language.
- 2.9 The Agency is bound to execute the above said work of data entry as and when entrusted by the Trust on the accepted rate contract during the period of the agreement.

2.10 The Company will not be permitted to sub contract the work assigned under this category.

For data entry of add-on members in renewal applications / receipts:

2.11 All instructions and procedures relating to software, scanning, data entry will be same as mentioned in new/fresh enrollment application data entry.

2.12 The agency shall verify and confirm the UHID number of the main beneficiary in the website: www.yeshasvini.kar.nic.in before entering the data of the add-on members. In case if the UHID number of the main member does not exists in the website such applications shall be separated and statement of such receipts shall be returned to the Trust office.

For data entry of renewal applications / receipts:

2.13 The Trust proposes to undertake data entry work of **renewal applications / receipts** of the members enrolled. All instructions and procedures relating to software, data entry will be same as mentioned above. The Aadhar No, amount of contribution paid, date of receipt and the receipt Number will be entered into the software.

Project Deliverables and Time lines

2.14 There are 33 district offices of the Deputy Registrar of Co-operative Societies DRCS in the State. The DRCS of each district will hand over the filled in new/fresh/add on member applications/ receipts. The applications/ receipts of each district will be listed and bundled separately.

2.15 The Agency is required to collect the **fresh/new/ add-on members/renewal applications/receipts** from the concerned DRCS office and shall transport these materials at their own cost to their work place.

2.16 The Agency shall commence the work of data entry from 05-02-2018 or within 8 days from the date of agreement which ever is earlier and shall complete the work within 60 days from the date of entrustment of work.

2.17 The software of for data entry will be provided by the Trust. The software is so designed to enable the Agency to renew the applications **online** after verifying the existing UHID number of the beneficiary. In case if the UHID number of the renewal beneficiary does not exists or there is any deviation, in such cases the details of those renewal receipts should be noted separately and the statement is to be prepared and handed over to the concerned DRCS of the districts and a copy of the same is to be submitted to the Trust.

2.18 The agency shall possess computer / laptop, data-card / internet facility, required personnel for the job work to be undertaken at the district level at their own cost.

- 2.19 The external hard disk containing the members' data entered during the specific period shall be handed over to the Trust once in a week.
- 2.20 Daily / Weekly and completion report of the data entry done by the Agency shall be submitted to the Trust through the Deputy Registrar of Cooperative Societies of the concerned districts.
- 2.21 Any other terms and conditions that may be imposed by the Trust during the course of execution of the job work, if it is felt necessary in the interest of completion of the contract obligation.
- 2.22 The final data shall be handed over to the Trust in the form of hard disk and number of copies as required and in addition to the data entered the contractor shall furnish the following reports of the enrolled member of each district:
- a. List of all members Taluka wise and cooperative society wise of each district.
 - b. List of SC members Taluka wise and cooperative society wise of each district.
 - c. List of ST Members, Taluka wise and cooperative society wise of each district.
 - d. List of male and female Members, Taluka wise and cooperative society wise of each district.
 - e. List of APL card holders, Taluka wise and cooperative society wise of each district.
 - f. List of BPL card holders Taluka, wise and cooperative society wise of each district.
 - g. List of minority members, Taluka wise and cooperative society wise.
 - h. List of physically handicapped members, taluk wise and cooperative society wise.
 - i. Details of the amount collected from different categories of beneficiaries and co-operative society wise.
- 2.23 The agency shall also furnish any other information, if instructed before the completion of data entry work

SECTION- V

ELIGIBILITY CRITERIA FOR THE TENDERER

- 1.1 For the purpose of this Tender Document, 'Eligible Tenderer' shall mean, a **data entry firm/company** and are having experience of at least **three years** in carrying out data entry for Government of India / any State Government / Public Sector Undertakings / Corporate or large Private Organizations processing **at least ten lakhs forms per year** during the last three completed years. **(Ref: Appendix A)**
- 1.2 Who have undertaken orders of at least 5 major data entry and document management (indexing, keyword search, archiving etc.) and /or printing jobs each worth Rs. 5.00 lakhs for each of the last 3 years. **(Ref: Appendix. B)**
- 1.3 Who are financially sound, whose average gross professional/ service charges receipts in respect of data entry services rendered in the preceding three years shall not be less than Rs. 1 crore per year. **(Appendix-C)**
- 1.4 Tenderers capability in relation to the main deliverables, refer **Appendix-D.**
- 1.5 Who have demonstrated the capability in relation to main deliverables within the fixed timeframes and strategy for implementation of the scheme **Appendix-E.**
- 1.6 Who should be an income tax Assesse.
- 1.7 Who should not have been blacklisted by any State / Central Government or its agencies.

SECTION-VI

Criteria for Evaluation of Technical Proposal and allotment of marks

The evaluation of Technical Proposal and awarding marks will be done as follows:

Sl. No.	Component of Eligibility Criteria	Weight age Points
1)	Experience of data entry in Government or non –Government sectors: Experience in managing data entry processing at least 10 lakh forms per year during the last 3 years. (Ref: Appendix – A)	20
2)	The company should have undertaken orders of at least 5 major data entry and document management (indexing, keyword search, archiving etc.) and /or printing jobs each worth Rs. 5.00 lakhs for each of the last 3 years. (Ref: Appendix – B)	20
3)	Financial capability of the Tenderer: Average Gross professional/service charges of receipts of tender company in respect of services rendered in the preceding three years shall not be less than Rs.1.00 crores per year: - (Ref: Appendix – C)	20
4)	Tenderers capability in relation to the main deliverables (Ref Appendix-D)	20
5)	Demonstrated tender’s capability in relation to the main deliverables within the fixed timeframes and strategy for implementation of the scheme. (Ref: Appendix –E)	20
Total		100

Note:

1. Tenders scoring **at least 70 points** and above in the Technical Proposal shall be declared as **Technically Qualified tenderer**. The tenderers should mandatorily score at least 30% of marks in individual categories.
2. Financial Proposal of only the Technically Qualified tenderer shall be opened for further evaluation.
3. The proposal of the tenderer who has been blacklisted by any State Government, Central Government or any of its agencies will not be considered.

Annexure – I
(On the letterhead of the tenderer company)

Covering Letter

Date:

To:

The Chief Executive Officer

Yeshasvini Cooperative Farmers Health Care Trust,
#70, 2nd Floor, Vaidyakeeya Bhavan,
K.R Road, Basavanagudi,
Bangalore 560 004,
Karnataka, India

Sir/Madam,

Sub: Providing services of data entry job work for capturing the details of beneficiaries enrolled in the year 2017-18 under Yeshasvini Cooperative Farmers Health Care Scheme.

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Tenderer"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (*Name of Agency*) for the Project, with the details as per the requirements of the bid document, for your evaluation.

I/ We hereby offer to undertake the contract as per the terms and conditions of the tender document and service charge rates offered by us.

We confirm that our Proposal is valid for a period of ninety days from the *Proposal Due Date*

I/ We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with our written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

I/ We have carefully read and understood the terms and conditions of tender and the conditions of the contract applicable to the tenderer and we do hereby undertake to perform the contract as per terms and conditions. We hereby declare that there are and shall be no deviations from the tender terms and conditions.

Yours faithfully,

for and on behalf of (*Name of Tenderer*)

Duly signed by the Authorised Signatory of the Tenderer

(Name, Title and Address of the Authorised Signatory)

Annexure –II
(On the letterhead of the contractor company)

TENDERER PARTICULARS

1. Name of the tenderer		
2. Legal Status of the tenderer: (Enclose Copies of documents, which establish the status of the Tenderer i.e, Partnership deed, Memorandum and Articles of Association, Certificate of Company incorporation etc).		
3. Address with telephone Number, Fax and Email Id	Registered Office	
	For Communication	
4. Date of incorporation of the company/firm and/ Commencement of business.		
5. Brief description of the Tenderer's main lines of business.		
6.Details of individual(s) who will serve as contact / communication persons with the TRUST: a) Name: b) Designation c) Telephone & Fax numbers: d) Email address: e) Mobile:		
7. Name of the authorized person: (Enclose power of attorney with extract of board resolution) a) Designation b) Telephone & Fax numbers: c) Email address: d) Mobile:		
8. Furnish the details of tenderer's offices located in Karnataka with full address/telephone No.		
9. Statutory compliance. (Enclose: Copies of Registration certificate of PF, ESI, IT PAN, GST, TAN, Shops and Establishment Act Etc.)		

Certified that, the above information furnished is true and correct to the best of my knowledge and belief

Place:

Date :

Signature with seal of
the company /tenderer

ANNEXURE – III
(On the letterhead of the tenderer company)

Proof of Eligibility of the tenderer

The Tenderer should have full-fledged establishment with relevant experience in similar job work/ contract under taken during the last three years. The Tenderer shall furnish the following:

Sl. No.	Qualification Criteria	Supporting document
1)	The turnover of the company in data entry and document management (indexing keyword search, archiving etc.) and printing jobs should be Rs.1.00 Crore or more for each of the last 3 years	Appendix -C
2)	The company should have undertaken orders of at least 5 major data entry and document management (indexing, keyword search, archiving etc.) and /or printing jobs each worth Rs. 5.00 lakhs for each of the last 3 years.	Copies of the orders /certificate from the Departments/ organizations
3)	In case of data entry in English or Kannada, the minimum numbers of key depressions per hour per operator should not be less than 6000. In the case of scanning with OCR, the number of characters generated per hour per scanner should not be less than 2.5 lakhs characters. In case of voice recognition system, the numbers of characters generated per machine per hour should not be less than 36000 characters in English and 20000 characters in case of Kannada language. In case of printing, more than 20 lakhs numbers of pages should have been printed for each of the last 3 years. In case of forms processing using OMR and ICR technology, the numbers of forms processed during the last three years shall not be less than 10 lakh forms.	Appendix A
4)	The company should specify the details of data entry operators regarding qualification, experience in data entry, certification obtained, number of years of service in the present company.	List of staff and their details

Sl. No.	Qualification Criteria	Supporting document
5)	The company should specify the details and description of data entry and printing jobs undertaken with client name and value of the project.	Appendix-B Furnish the orders of at least five major orders individually in last three years
6)	The company should have data entry and printing assets such as computers, printers UPS, scanners etc. worth of Rs.15.00 lakhs.	Furnish list
7)	The company should have minimum of 20 data entry operators on roll.	Furnish list.
8)	The details of infrastructure for data entry and printing available in the company should be specified.	Details
9)	The company should own the required legal software for data entry and printing (list to be enclosed)	Details
10)	The company should produce an affidavit on stamp paper in ORIGINAL stating that the company is not black listed by State /Central Government departments or organizations. The affidavit should be enclosed along with the application form.	Affidavit
11)	Audited balance sheet statements and Income Tax returns of the company for last three years should be enclosed along with the application.	IT returns and audited balance sheet only.
12)	Certificate of incorporation/established certificate of the company should be enclosed along with the application.	Certificate
13)	Auditor's certificate in ORIGINAL regarding company's last 3 years' turnover along with turnover for the category for which applied must be furnished.	Audited balance sheet, P & L A/c only (not audit reports)

Certified that, the above information furnished is true and correct to the best of my knowledge and belief

Place:
Date:

Signature with seal of
the company /tenderer

Annexure –IV

(On the Stamp paper)

Power of Attorney for signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Providing services of data entry job work for the purpose of identification of beneficiaries of Yeshasvini Scheme developed and implemented by the Yeshasvini Cooperative Farmers Health Care Trust (the "Trust") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in tenderers' and other conferences and providing information / responses to the Trust, representing us in all matters before the Trust, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Trust in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Trust.

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

IN WITNESS, WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017

For _____

(Signature)

(Name, Title and Address) Witnesses: Accepted[Notarized] (Signature)

(Name, Title and Address of the Attorney)

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

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

Appendix -A

(On the letterhead of the Tenderer company)

Experience in data entry services implemented by the Tenderer in India for GOI, any state Governments, PSUs, Corporate and private organizations during last three years

Sl. No	Name of the Data entry work	Name of the employer	Years of Implementation		
			2014-15	2015-16	2016-17
			No. of records handled	No. of records handled	No. of records handled
Total					

Certified that, the above information furnished is true and correct to the best of my knowledge and belief

Place:

Date :

Signature with seal of
the company /tenderer

Note: Tenderer shall furnish proofs for the above statement such as auditor certificate/ certificate issued from the Client Company/ organization. Details of all data processing undertaken in each of the 3 years wherein the total no of records handled in all such works put together is 10 lakhs or more should be necessarily mentioned.

Appendix – B
(On the letterhead of the tenderer company)
Capacity of the Tenderer in relation to Data entry services in India with reference to
Annexure A

Rs. in Lakhs

Sl. No	Name of the company / government department	Years of Implementation					
		2014-15		2015-16		2016-17	
		No of records handled	Amount involved	No of records handled	Amount involved	No of records handled	Amount involved
1							
2							
3							
4							
5							

Certified that, the above information furnished is true and correct to the best of my knowledge and belief

Place:

Signature with seal of

Date :

the company /tenderer

Note: Tenderer shall furnish proofs for the above statement such as auditor certificate/ certificate issued from the Client Company/ organization. The details of atleast 5 data entry and document management and /or printing jobs each worth RS.5 lakhs & above should be individually mentioned in all of 3 years.

Appendix – C
(On the letterhead of the tenderer company)

Financial capability details of the gross professional/service charges receipts in respect of CONTRACTOR services rendered by the tenderer for the last three years:

Rs. In lakhs

Sl . No	Year	Gross Receipts	Profit / Loss
1	2014-15		
2	2015-16		
3	2016-17		

Certified that, the above information furnished is true and correct to the best of my knowledge and belief

Place.
Date :

Signature with seal of the company's CA

Note: Tenderer shall furnish proofs for the above statement such as auditor certificate/ certificate issued from the Client Company/ organization. The gross professional/service charges receipt which is mentioned above shall be only in respect of services pertaining to data entry and document management (indexing, key word search, archiving etc) and/or printing jobs.

Appendix -D

(On the letterhead of the tenderer company)

Tenderers Capability in relation to the main deliverable within the fixed timeframes

A brief description of Activity Chart shall be furnished Item wise.

Sl. No.	Activity	Time required for completing the activity from the award date. (Indicate date & month)
1)	Identifying and Setting up of data entry centers at convenient locations to the districts with necessary Infrastructure facilities	
2)	Appointment of staff	
3)	Acquiring / development of software/licenses necessary for data entry work	
4)	Training of the manpower with regard to data entry.	
5)	Preparatory meeting with concerned district offices.	
6)	Preparation /redesigning of the existing various formats so as enable to generate the MIS reports	
7)	Time frame to complete the data entry work.	
8)	Time required for verification of the data entries with district office and to rectify defects	
8)	Time required to submit reports in hard discs	

Certified that, the above information furnished is true and correct to the best of my knowledge and belief.

Place:

Signature with seal of the Company

Date :

Appendix – E
(On the letterhead of the tenderer company)

Tenderers Capability in relation to the plan of action for implementation for data entry work.

Brief description of the plan of action for the following activities shall be furnish by the
Tenderer

1. Number of data entry centers proposed for the data entry activities with internet connectivity.
2. The space details of data entry centers
3. The details of software and its capabilities to address data entry work and related problems and generation of reports.
4. Details of data entry equipment.
5. Number of staff that will be deployed.
 - a. Supervisory
 - b. Data entry staff.
6. Quality assurance and management.

Place:

Date:

Signature with seal of the
Tenderer Company

Section VII

PRICE TENDER FORMAT **(On the letterhead of the tender company)**

(Proforma to be filled in by the Tenderer on their own letterhead)

Name of the Tenderer/Firm/Person.....
Telephone No..... Tele Fax No.....
E-mail..... Mobile No.....
Office address.....

I/We have read all the terms and conditions and I/We abide by the same.

I/We/am/are desirous of providing services of data entry job work of the purpose of identification of members enrolled under Yeshasvini Co-operative Farmers Health Care Scheme in Karnataka for one-year during 2017-18 or from the date of agreement whichever is later. Hence, I/We quote our item wise rates as below:

Sl. No.	Particulars	Rate per enrollment form/Application/ receipts irrespective of the size of the family (Rs. in figures)	Applicable taxes (Rs. in figures)	Total (Rs. in figures)	Rs. In words
1	2	3	4	5	6
1	Data entry of Fresh/ New Enrollment Applications including scanning of photo images and enrollment form etc.				
2	Data entry of Add-on members in Renewal Applications / Receipts including scanning of photo images and enrollment form etc.				
3	Data entry of Renewal Receipts. (there is no scanning of receipts)				

NOTE: Tenderer has to mention the rate for each item inclusive of all taxes in e-procurement portal & the evaluation, final selection will be considered based on the rate quoted. If there is a variation in the rates quoted in the e-procurement portal and the price tender format uploaded, the rates quoted in the e-procurement portal will prevail.

1. The above quoted prices for the project shall be valid for the period of 1-year or from the date of agreement whichever is later and all the applicable taxes are shown separately.
2. It is hereby certified that; we have understood the instructions to the tenderer and we agreed to abide by all the terms and conditions specified in the tender documents.
3. We declare that no criminal case is pending against our company and/ or any of its Directors of partners.

Place:
Date:

Signature with seal of
the firm/tenderer

SECTION VIII

Contract Agreement

THIS AGREEMENT made on this _____ day of _____, _____, between _The Chief Executive Officer of Yeshasvini Cooperative Farmer’s Health Care Trust, Bengaluru (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Services known as data entry of enrollment forms should be executed by the Contractor, and has accepted a tender by the Contractor for the execution and completion of these Services and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - (a) Instruction to Tenderers (ITT)
 - (b) Conditions of Contract (CC)
 - (c) Schedule of Requirements;
 - (d) Technical Tender Form and Price tender form;
 - (e) Performance Security Form;
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor here by covenants with the Employer to execute the Services therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Services, the Contractor Remuneration or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

SECTION IX

PERFORMANCE SECURITY BANK GUARANTEE FORM

To,
The Chief Executive Officer,
Yeshasvini cooperative Farmers health care Trust,
No70, 20nd Floor, Vaidyakeeya Bhavana,
K.R Road, Basavanagudi
Bangalore-560004

WHEREAS (Contractor) hereinafter called "contractor" has undertaken, in pursuance of Contract dated,..... 20.... to provide data entry services for identification of beneficiaries under Yeshasvini rural/ urban health care scheme in accordance with all provisions in the tender document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a nationalized Bank/ schedule bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the contractor a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....
Date.....20....
Address:.....