

**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT  
CO-OPERATIVE MILK PRODUCERS SOCIETIES UNION LTD.,**

**SHIMUL**



**Invitation for E-Tender through e-procurement**

**for  
Engagement of Consulting Firm to Provide Online Recruitment Service to  
SHIMUL**

**Administrative office: MACHENAHALLI, NIDIGE(POST), SHIVAMOGGA – 577 222  
Phone No.08182-246161,246163 Fax No.08182-246284  
e-mail: md\_shimul@yahoo.com, shimuladmn@gmail.com,  
www.shimul.coop**

SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT  
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IFT No. SDCMU/Admn-1/Rec-370/1469/2019-20

Date: 24-05-2019

**Short term e-tender to Provide Consultancy Service to process Online Recruitment / Selection to SHIMUL**

Shivamogga, Davanagere & Chitradurga District Co-Operative Milk Union Ltd., (SHIMUL) Shivamogga, invites in two cover system (Technical and Commercial) E-Tender from the interested registered ISO certified Indian reputed agencies / Firms to provide consultancy service to process Online Recruitment / selection to Shimul

Sl No.	PARTICULARS	EMD (in Rs)
1	Provide Consultancy Service to process Online Recruitment / Selection to SHIMUL	10,000/-
<b>TIME SCHEDULE OF e-TENDER</b>		
1	Access to E-tender Documents	24-05-2019 to 07-06-2019 Up to 5.00 PM
2	Last date for submission of tender	10-06-2019 Up to 5.00 PM
3	Date & time for opening Technical Tender Part-1	12-06-2019 at 11.00 AM
4	Date & time for opening Commercial Tender Part-II	14-06-2019 at 12.00 PM

The bidder may download the tender documents with the Technical Specification & terms and conditions of the tender by paying e-portal fees. The details regarding participation for this tender can also be obtained by logging on to <https://eproc.Karnataka.gov.in> and [www.shimul.coop](http://www.shimul.coop) Any additional information regarding tender may be obtained from this office during office hours & working days.

Sd/-  
**Managing Director**  
**Shimul, Shivamogga**

SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT  
CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD.,  
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This bid document consist two parts i.e, Technical Part-I and Commercial Part-II. Bidder should use appropriate bid forms to submit bids.

## Technical Part-I

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## Commercial Part-II

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## **Section-I : PREFACE**

**Shivamogga, Davanagere and Chitradurga Co-operative Milk Union Limited (SHIMUL)** is a Co-operative Organisation registered in the year 1987 under Karnataka Co-operative societies Act 1959. It's area of operation spreads over the Districts of Shivamogga, Davanagere and Chitradurga having its registered office at Machenahalli, Nidige(Post), Shivamogga-577 222 of Karnataka. The Union has started functioning from 16-03-1988. As per the Karnataka Govt Order, Shivamogga Dairy and chilling centres were handed over to Shivamogga Milk Union, as per Operation Flood III Programme on 01-08-1991. Now Shimul has 2 Dairies one at Shivamogga with 1 lakh LPD capacity and One at Davanagere with 0.6 lakh LPD capacity. It has 7 chilling centers at different location in 3 districts. Shimul collects milk from primary Dairy Co-op in villages, Processes and markets milk in different customer friendly variants along with different milk products like, Peda, Mysore Pak, Paneer, Curds, Ghee, Butter Milk etc., under Nandini Brand. The main objective of Shimul is to organise Primary Dairy Co-op Societies collecting the milk twice a day through milk routes, and to provide input facilities for enhancement of milk, process the milk and market the milk and milk products to the consumers.

SHIMUL is planning to induct through online recruitment / selection process about 84 (Eighty Four) no of various cadre posts.

## **Section-II : Instructions to Bidders (ITB)**

### **A. General**

1.	Scope of the Bid	1.1	<p><b><u>Phase I - Online application, Data Validation &amp; Check Status Stage</u></b></p> <ol style="list-style-type: none"> <li>1. Generation and Processing of online application from which includes complete online application development, testing, maintenance, data handling and required report generation as per the notification provided by Shimul.</li> <li>2. Provide and maintain the required server for hosting the online application.</li> <li>3. Provide helpline support during the online application period.</li> <li>4. Validate the fee paid data provided by the post office and submit soft copy of complete dump of the total paid candidates data along with photos and application previews in DVD to Shimul. Also single copy printout of the final application preview of all the paid application should be provided.</li> <li>5. Provide check status for the applicants to check the status of their payment. Also sending Bulk SMS &amp; Email Communication regarding the acceptance or rejection of the application after validation to each candidate.</li> </ol>
			<p><b><u>Phase II - Online Hall ticket &amp; Pre-Examination Stage</u></b></p> <ol style="list-style-type: none"> <li>1. Designing and hosting online admission ticket as per the requirements provided by the Shimul.\</li> <li>2. Allocation of Date, Time, Venue, Room and Seating arrangement as per data provided by Shimul.</li> <li>3. Preparing pdf's reports of session-wise Nominal Sheets, Seating Plan (Notice board Display and Room Display).</li> </ol>

			<p><u>Phase III - Interview Eligible List, Interview Call Letter &amp; Document verification form</u></p> <ol style="list-style-type: none"> <li>1. The Eligible list will be published in the websites and the softcopies and a single copy printout of the same should be provided.</li> <li>2. Designing of Online Interview Call Letter, Which includes online Call letter development, testing, hosting, maintenance, data handling and required report generation as per the requirements provided by Shimul.</li> <li>3. Allotting the date and time eligible candidates for interview as per the data provided by Shimul. Generating pdf's and a single copy printout of day-wise Attendance Sheets &amp; Marks Allotment Format for interview of eligible candidates.</li> <li>4. Provided and maintain the required server for hosting the interview call letter.</li> <li>5. Provided helpline Support during the interview call letter period.</li> <li>6. Sending Bulk SMS &amp; Email Communication regarding downloading of Interview Call letter to each eligible candidate.</li> <li>7. Designing and Single copy printout of document verification form checklist for 1:5 candidates to as per the requirements provided by Shimul. But document verification &amp; security will be the responsibility of Shimul.</li> </ol>
			<p><u>Phase IV - 1:1 Final Selection List &amp; Order for Selected Candidates</u></p> <ol style="list-style-type: none"> <li>1. Importing the soft copy of interview allotted marks provided by Shimul, Summing the marks of and preparing final selection list of candidates by short-listing by the order of merit of the marks, in-accordance with the horizontal and vertical reservations as per the notification provided by Shimul. The final selection list of candidates shall be published in the website and the softcopies and a single copy printout of the same should be provided.</li> <li>2. Designing and single copy printout of Final order copy for selected candidates as per the requirements provided by Shimul and communicate over SMS/Email to selected candidates.</li> </ol>
2.	Eligible Bidders	2.1	The Consultant Firm/ Agency, meeting the Eligibility criteria mentioned in Section-IV will be regarded as Eligible Bidders
3.	Joint Venture/Consortium	3.1	Not allowed.

4.	Documentary Evidence	4.1	<p>The Bidder shall furnish;</p> <p>a. The relevant Work Orders/LOA/Contract Agreement along with copies of certificates from the client duly signed by the competent authority of the Client in proof of successful completion of the consultancy work in support of information furnished in FORM(F-3).</p> <p>b. The Audited Accounts of the last three financial years. The certified copy of the Average Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4).</p> <p>c. The copy of the certificate of registration.</p> <p>d. Service Tax registration certificate.</p> <p>e. Nil Deviation Certificate in FORM (F-5).</p> <p>f. Documentary evidence in proof of Key Personnel experience in FORM (F-2).</p> <p>g. Power of Attorney for Authorized Signatory.</p> <p>h. Professional Tax registration certificate</p> <p>i. Copy of Pan Card</p>
		4.2	Non-compliance to the above requirement even after seeking necessary clarification shall render the offer non-responsive.

#### B. Contents of Bidding Document

5.	Sections of the Bidding Document	5.1	<p>The Bidding Document consists of nine Sections as indicated below and should be read in conjunction with any addenda issued in accordance with ITB <b>Clause-7</b>.</p> <p>Section-I-Preface  Section-II-Instructions to Bidders (ITB)  Section-III-Bid Data Sheet (BDS)  Section-IV-Eligibility Criteria  Section-V-Scope of Work  Section-VI-Bid Evaluation Methodology  Section-VII-General Conditions of Contract (GCC)  Section-VIII-Bidding Forms  Section-IX-Contract Forms</p>
		5.2	SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from e-procurement which is uploaded by SHIMUL.
		5.3	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications relating to preparation and submission of bids, scope of works, GCC etc during office hours through Ph: 08182-246161, 246163
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, SHIMUL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit e-procurement portal and SHIMUL website for any addendum / modification / errata / corrigendum etc.
		7.3	SHIMUL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, SHIMUL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in e-procurement portal and SHIMUL website.

### C. Preparation of Bids

8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid. SHIMUL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and SHIMUL, shall be written in English.
10.	Documents comprising Bid	10.1	Bid should consist Technical proposal and Commercial proposal. Bidder should submit Technical Proposal Part-I and Commercial Part-II separately through e-procurement portal.
		10.2	During Stage-1 The evaluation of Technical Proposal Part-I shall be opened through e-procurement as mentioned in tender notification. The Technical Proposals which do not conform to the specified requirements even after seeking clarification, if any by the SHIMUL will be rejected as non-responsive Bids.
		10.3	During Stage-2 The evaluation of Commercials of Technically successful bidders shall be opened as mentioned in the notification.
		10.4	For the final evaluation, the weightage assigned to Technical Proposal 100%. The successful Bidder shall be decided on the LCS evaluation basis as per this weightage.

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		10.5	<p>The Technical Proposal should be submitted along with:</p> <p>a) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance</p> <p>b) Documentary evidence to establish the Bidder is to get eligibility</p> <p>c) Documentary evidence in accordance with ITB Clauses - 4.1 that the bid conforms to the Bidding Document which includes the following:</p> <p>i. Manpower on roll dedicated and trained for managing end to end Online recruitment /section/CBT process.</p> <p>ii. Self-Certificate from authorized signatory of the bidder in respect of Copy Right of complete source code of software proposed.</p> <p>d) Nil deviation Certificate.</p> <p>e) Abstract of general terms &amp; conditions.</p> <p>f) BIO-Data of Key Personnel detailed in FORM (F-2)</p> <p>g) Any other document required in the Bidding Forms.</p>
		10.6	<p>The Commercial should include the following:</p> <p>a) Commercial Submission Sheet and the applicable Price Schedules in FORM- P-1 &amp; P-2 of Section-VIII (Part-II Bidding Forms), in accordance with ITB Clauses-11, 13 and 14; b) any other document required in the BDS.</p>
11.	Bid Submission Sheets and Price Schedules Any	11.1	<p>The Bidder shall submit the Technical Proposal and the Commercial proposal using the appropriate Submission Sheets provided in Section-VIII(Bidding Forms). These forms must be completed without alterations to their format, and no substitute shall be accepted. All blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Commercial, the Price Schedules for Services, using the forms furnished in Section- VIII(Bidding Forms Part-II).</p>
		11.2	<p>The Bidders should take note of following points while submitting the Commercial:</p> <p>a) The bidder should submit Commercial in Part-II through e-procurement and should clearly indicate the price to be charged for complete (end to end) online recruitment process services in shimul.</p> <p>b) Service tax as applicable shall be paid extra as per prevailing rate.</p>
12.	Alternate Bids	12.1	Alternate Technical and / or Price bids shall be rejected.
13.	Bid Prices and Discounts	13.1	The prices quoted by the Bidder in the Commercial Submission Sheet (FORM-P1) and in the Price Schedules (FORM-P2) shall conform to the requirements specified therein.
		13.2	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except service tax.



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		13.3	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, SHIMUL shall avail such discount at the time of award of contract provided such discount is unconditional.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Technical proposal, the evidence indicated for each qualification criteria specified In Section-IV (Eligibility Criteria).
16.	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS as per Section-III after the bid submission deadline date prescribed by SHIMUL. A Bid valid for a shorter period shall be rejected by SHIMUL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, SHIMUL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The EMD furnished in accordance with ITB Clause-17 shall also be extended for a corresponding period. A Bidder may refuse the request for such extension without forfeiting its EMD.
17.	EMD	17.1	The Bidder shall pay the EMD of Rs. 10,000/- as mentioned by e-procurement portal.
		17.2	Any Bid not accompanied by EMD shall be rejected by SHIMUL as non-responsive.
		17.3	The EMD of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG submitted by the successful bidder.
		17.4	The successful Bidder has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The EMD of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by SHIMUL.
		17.5	The EMD may be forfeited, if the successful Bidder fails to: a) Acknowledge the Letter of Award within 7 days of its issue. b) Sign the Contract in accordance with ITB Clause-37 c) Furnish a Contract Performance Bank Guarantee in accordance with ITB Clause-38
18.	Format of Bid	18.1	The Bidder shall submit Technical Proposal and Commercial proposal through e-procurement portal separately.

**D. Submission and Opening of Bids**

19.	Submission of Bids	19.1	Bidder should submit Technical Proposal Part-I and Commercial Part-II separately through e-procurement portal.
20.	Deadline for	20.1	Bids must be received by e-procurement portal with in the date and time as mentioned in tender notification
		20.2	SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document. In which case all rights and obligation of SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA may remain final.
		20.3	Tenderer should sign in every pages of tender document which includes Technical Proposal Part-I and Commercial Part-II
21.	Late Bids	21.1	Any Bid submission after the deadline not acceptable as per e-procurement portal.
22.	Withdrawal, Substitution and Modification of Bids	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.
23.	Bid opening	23.1	After the deadline for submission of Technical Proposals the Technical Proposal shall be opened immediately as mentioned in tender notification by the evaluation committee. Those who are eligible in Technical proposal are only Considered for the Financial Proposal

**E. Evaluation and Comparison of Bids**

24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by SHIMUL shall not be considered. SHIMUL request for clarification and the response shall be in writing

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26.	Responsiveness of Technical Proposals	26.1	SHIMUL determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
		26.2	<p>A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>b) limits or is inconsistent in any substantial way, with the Bidding Document, SHIMUL rights or the Bidders obligations under the Contract; Or</p> <p>c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno- Commercial Proposals</p>
		26.3	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, SHIMUL reserves the right to reject such bids. SHIMUL may also ask bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and	27.1	Provided that a Technical Proposal is substantially responsive, SHIMUL may waive any non- conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Technical Proposal is substantially responsive, SHIMUL may request that the Bidder submit the necessary information or documentation within a reasonable period of time, to rectify nonmaterial, Nonconformities or Omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	<p>Provided that the Technical Proposal is substantially responsive, SHIMUL will correct arithmetical errors during evaluation of Commercials on the following basis:</p> <p>a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.</p> <p>b) Except as provided in sub-clauses (a) herein above, SHIMUL shall reject the Commercial if the same contains any other computational or arithmetic discrepancy or error.</p>
		27.4	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited.

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28.	Preliminary Examination of Bids	28.1	SHIMUL shall examine the Technical Proposal to confirm that all documents and Technical documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.
29.	Examination of Terms and conditions; Technical proposal Evaluation.	29.1	SHIMUL shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	SHIMUL shall evaluate the Technical aspects of the Bid submitted to confirm that all requirements specified in the Qualifying requirement at Section-IV, of the Bidding Document have been met without any material deviation or reservation.
		29.3	If, after the examination of the terms and conditions of the Technical bid evaluation, SHIMUL determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause-26, it shall reject the Bid.
30.	Evaluation of Bids	30.1	SHIMUL shall evaluate Commercials of those Bids for which the Technical Proposals have been determined to be substantially responsive.
		30.2	To evaluate a Commercial, SHIMUL shall use all the criteria defined in Section-IV (Eligibility Criteria) and methodologies defined in Section- VI (Bid evaluation methodology). No other criteria or methodology shall be adopted
		30.3	To evaluate a Commercial, SHIMUL shall consider the following: <ul style="list-style-type: none"> <li>a) The rate quoted for the assignment in Commercial in Form-P-2 including taxes and duties, overheads, travel, boarding, lodging, visits and discount etc. except service tax.</li> <li>b) Service Tax shall not be considered for the purpose of evaluation.</li> </ul>
31.	Comparison of Bids	31.1	SHIMUL shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with Section-VI (Bid evaluation methodology).
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	SHIMUL Right to Accept Any Bid, and to Reject Any or All Bids	33.1	SHIMUL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.

**b) Award of Contract**

34.	Award Criteria	34.1	SHIMUL shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the qualification criteria as specified in Section- IV and Evaluation Criteria in Section-VI are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event SHIMUL shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidders capabilities to perform satisfactorily.
35.	SHIMUL Has Right to change the deliverables defined under scope of Work	35.1	During the execution of contract, SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the LOA. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, SHIMUL issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 05 days of LOA, the Consultant Firm/ Agency shall sign, date, and return the LOA copy to the SHIMUL as acknowledgement.
37.	Signing of the Contract	37.1	Within 07 days from the date of issue of LOA, the successful Consultant firm/ Agency shall sign the contract Agreement with SHIMUL in non-judicial stamp paper and send it to SHIMUL
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event SHIMUL may award the Contract to the next highest ranked evaluated Bidder at the price quoted by the highest ranked evaluated bidder, whose offer is substantially responsive and is determined by SHIMUL to be qualified to perform the Contract satisfactorily at the discretion of SHIMUL authority.
38.	Contract Performance Bank Guarantee	38.1	Within 30 days of the issue of Letter of Award from SHIMUL the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-IX (Contract Forms).

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		38.2	Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event SHIMUL may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by SHIMUL to be qualified to perform the Contract satisfactorily.
39.	Working Environment	39.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by SHIMUL
40.	Disclaimer	40.1	<p>This tender document has been prepared by SHIMUL for Engagement of Consulting to <u>Provide Consultancy Service to process Online Recruitment / Selection to SHIMUL</u> Though adequate care has been taken while preparing the tender documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of publication of e-tender notification it shall be considered that the Bid document is complete in all respects.</p> <p>While this tender document has been prepared in good faith, SHIMUL does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to tender notification become the property of SHIMUL and SHIMUL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the tender notification each bidder certifies that it understands, accepts and agrees to the disclaimers on this. Nothing contained in any other provision of the tender document nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this.</p>

**Section III : Bid Data Sheet**

1	Period of Contract: 1 year from the date of LOA. However, the said contract may be renewed thereafter on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination, cost saving approach to the SHIMUL, etc.
2	Bidding Methodology & Evaluation: Single Stage Two Part Basis. LCS Methodology  The technical proposal shall be opened first and evaluated. Proposals scoring less than minimum technical qualifying score shall be rejected, and the financial proposal of the rest shall be opened. The bidder with lowest evaluated price shall be selected.
3	Technical Proposal: To be submitted as per the format prescribed in Section-VIII along with the supporting documents.
4	Commercial: To be submitted as per the format prescribed in Section-VIII (Form: P-1 & From P-2 in Part-II)
5	Price Validity: The bids should remain valid for 1 year from the last date of submission of the bids.
6	Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG for Rs. 50000 (Rupees Fifty thousand) only within 30 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Section-IX (Contract Forms).
7	Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 07 days from the date of issue of LOA.

**Section-IV : Eligibility Criteria**

The eligibility criteria for a consulting firm to bid for this tender are as follows:

1.	Eligible Bidders	<p>1.1</p> <p>The Consultant Firm/ Agency, who meets the following qualifying requirement, shall be eligible for this tender;</p> <p>i. The bidder shall be a reputed ISO certified Indian Company / agency / firm registered in India and shall be in operation for at least 05 years from the date of its function.</p> <p>ii. The bidder must have successfully handled and completed minimum 05 projects of end to end Online recruitment / selection process for Departments of Central Government, State Government/ PSUs / Public Sector Banks / Co-operative Milk Unions / Academic Institution / Semi-Govt. Organisations during last 5 (Five) Financial Years ending 31.03.2018. The consultant firm / agency should submit the details of such assignments undertaken as per the format specified in FORM(F-3)</p> <p>iii. The bidder must have its own developed software which can be customized as per the requirements of SHIMUL.</p> <p>iv. Average annual turnover for last three years i.e. 2015-16, 2016-17 and 2017-18 from the business of conducting end to end recruitment / selection process should not be less than Rs.50 Lakhs.</p> <p>v. The bidder or any of its director/s or partner/s should neither be convicted by any court of law nor any criminal case be pending against such concern before court of law. The bidder shall never have been black listed / barred / disqualified by any Government concern / regulator / statutory body. An undertaking to this effect should be furnished in the Proforma as indicated in FORM(F-7)</p> <p>vi. The bidders shall possess the registration/ certificate/ license/permit as required under relevant statutes viz: PAN, Service Tax, PF, ESIC, TIN, TAN, etc as applicable to them</p> <p>vii. The bidder shall submit Audited Annual Accounts for last three financial years and the certified copy of the Average Annual Turnover relating to consultancy business of conducting end to end recruitment / selection process based on the Audited Accounts duly certified by the Chartered Accountant in FORM(F-4). Besides, the bidder shall submit the Bio-Data of Key Personnel in FORM (F-2).</p> <p>viii. The bidder must have knowledge of Kannada language.</p> <p>ix. The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.</p>
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**Section-V****1. Scope of Work:****Phase I - Online application, Data Validation & Check Status Stage**

1. Generation and Processing of online application from which includes complete online application development, testing, maintenance, data handling and required report generation as per the notification provided by Shimul.
2. Provide and maintain the required server for hosting the online application.
3. Provide helpline support during the online application period.
4. validate the fee paid data provided by the post office and submit soft copy of complete dump of the total paid candidates data along with photos and application previews in DVD to Shimul. Also single copy printout of the final application preview of all the paid application will be provided.
5. Provide check status for the applicants to check the status of their payment. Also sending Bulk SMS & Email Communication regarding the acceptance or rejection of the application after validation to each candidate.

**Phase II - Online Hall ticket & Pre-Examination Stage**

1. Designing and hosting online admission ticket as per the requirements provided by the Shimul.
2. Allocation of Date, Time, Venue, Room and Seating arrangement as per data provided by Shimul.
3. Preparing pdf's reports of session-wise Nominal Sheets, Seating Plan (Notice board Display and Room Display).

**Phase III - Interview Eligible List, Interview Call Letter & Document verification form**

1. The Eligible list of candidates shall be published in the websites and the softcopies and a single copy printout of the same will be provided.
2. Designing of Online Interview Call Letter, Which includes online Call letter development, testing, hosting, maintenance, data handling and required report generation as per the requirements provided by Shimul.
3. Allotting the date and time for eligible candidates for interview as per the data provided by Shimul. Generating pdf's and a single copy printout of day-wise Attendance Sheets & Marks Allotment Format for interview eligible candidates.
4. Provided and maintain the required server for hosting the interview call letter.
5. Provided helpline Support during the interview call letter period.
6. Sending Bulk SMS & Email Communication regarding downloading of Interview Call letter to each eligible candidate.
7. Designing and Single copy printout of document verification form checklist for 1:5 candidates to as per the requirements provided by Shimul. But document verification & security will be the responsibility of Shimul.

**Phase IV - 1:1 Final Selection List & Order for Selected Candidates**

1. Importing the soft copy of interview allotted marks provided by Shimul, Summing the marks of and preparing final selection list of candidates by short-listing by the order of merit of the marks, in-accordance with the horizontal and vertical reservations as per the notification provided by Shimul. The final selection list of candidates shall be published in the website and the softcopies and a single copy printout of the same shall be provided.
2. Designing and single copy printout Final order copy for selected candidates as per the

requirements provided by Shimul and communicates over SMS/Email.

## Detail Scope of Work:

### 1. ASSISTING & DESIGNING ADVERTISEMENTS:

SHIMUL shall publish short recruitment advertisements in the name of SHIMUL in English and / or Kannada Newspapers. The cost of advertisement shall be borne by the SHIMUL. The detail advertisement shall be placed by SHIMUL on its official web site after selection of the eligible bidder. The bidder shall give suggestions while preparing detailed advertisement to be placed on SHIMUL website in response to which the candidates need to apply online.

### 2. ON LINE APPLICATION SYSTEM:

- i. The bidder shall host application software on a suitable Server System and provide the URL link on SHIMULs official web site for applying online.
- ii. The bidder shall hire the secured server services for data collection, hosting etc. along with requisite software licenses for the recruitment assignment.
- iii. Online hosting / display of recruitment advertisement, instruction, and other information related to examination, from time to time.
- iv. The bidder shall design, develop, customize and host the format of On line application as per the need of the SHIMUL from time to time for Online recruitment process.
- v. Online registration with facilities to upload scanned soft objects viz. photograph, thumb impression and signature in the application form and uploading of scanned copies of documents (such as proof of DOB/ Education certificates and mark sheets etc. as applicable to each candidates). Candidates Validation and screening at the time of registration, as per rules and requirement specified.
- vi. Validate the fee paid data provided by the post office.
- vii. The bidder shall provide user Id and Password to the authorized representative of SHIMUL to access the applications online.
- viii. On successful submission of online application by the candidate, a unique registration number and password of the candidate is required to be auto generated by the portal. The registration number will be the key number for candidates for any type of future correspondence/queries.
- ix. It shall be the responsibility of the bidder to provide helpline number And / or e-mail ID for resolving the queries / difficulties occurring while applying online. Bidder shall resolve all user on daily basis within 24 hours at maximum.

**Application format shall generally contain following fields to capture all information of candidate. (Mandatory and Optional Fields to be clearly indicated)**

**A. Personal Information:**

- a. Name of the candidate: First Name, Middle Name & Last Name
- b. Father & Mother full name:
- c. Date of Birth: dd-mm-yyyy format in drop down box form
- d. Self-generated age as on the particular date (as specified in the advertisement) in dd/mm/yyyy format.
- e. Mailing Address: It should contain 3-4 rows of boxes for typing mailing address. In addition separate compulsory box shall be provided for pin code.
- f. State of domicile – with drop down box form
- g. Valid E-mail address to be provided compulsorily.
- h. Contact Mobile phone for sending SMSs.
- i. Additional Telephone number (along with STD code) (Optional)
- j. Gender – Male/ Female – drop down box form.
- k. Marital Status – drop down box form.
- l. Category

**B. Educational Qualifications**

For filling up of requisite qualifications, a table shall be provided. Each table shall contain qualification, Subjects / specialization, Period (from-to), year of passing, College/ Institute/ University, percentage of marks etc. At least 5 rows to be provided for qualifications with provision to add further if required by the candidate.

**C. General Information:**

- i. The on line application system shall be closed automatically on last date and time mentioned in the advertisement.
- ii. The system shall take care of age, qualification & payment of fee for compliance with Rules on the cut-off date.
- iii. Mandatory fields: The application format shall contain some mandatory fields which a candidate is required to fill in. Unless these mandatory fields are filled by an applicant, he / she will not be allowed to proceed further and submit the online application/registration. Wherever, the system requires filling up of these mandatory fields or filling up of data in particular format, i.e., numeric/ alphabetical/ restriction on use of special characters etc., the system will guide the candidates through popup windows by giving appropriate instructions.

**D. Scrutiny, Validation and Communication:**

- i. The selected bidder shall host the SHIMULs business application solution and data on a secured Data Center. The bidder shall furnish valid certifications to that extent for verification as on the last date of submission of the bid such that it covers the contract period. SHIMUL shall have right to get the Bidders Data Center audited by independent reputed third party for its security, data integrity and audit trail, confidentiality, integrity, authentication, availability, authorization and non-repudiation related features (software security test), including provisions of CERT (Indian Computer Emergency Response Team). The bidder shall make any changes to satisfactorily meet any observations / flaws that may arise from any such test / audit.
- ii. The Bidder shall restrict system and data access to its designated personnel and / or SHIMUL officers only.
- iii. The bidder shall have to verify and validate through system the receipt of application fee and registration of the candidate.
- iv. Besides this, bidder shall devise solution to an automated response through email and SMS to all the candidates about the Registration No. and Password required for further recruitment process immediately on successful registration. The bidder will have to create a unique email ID for SHIMUL for this purpose at his server. A copy of the e-mail messages sent to applicants shall be sent to the unique e-mail ID of SHIMUL created for this purpose for record and future reference.
- v. The bidder shall develop a computer based real time MIS system to capture and monitor the total activities associated with the recruitment process for the use of SHIMUL. The reports/views as part of the MIS shall be finalized on mutual consent.

**E. Legal Dispute**

In case of litigation in connection with the selection process and if bidder will be made a party to it.

**F. Preservation of Data, Test Material:**

1. All the reports, documents shall be electronically (scanned, etc) stored by the bidder and to be handed over to SHIMUL in hard and soft copy.
2. The Agency shall ensure that records/documents pertaining to the recruitment process is accessible to SHIMUL, its representative and its authorized auditors at the option of SHIMUL. The Agency shall cooperate fully in providing the SHIMUL or its representatives answers to such enquiries as may be made about the whole process of recruitment.

**G. Time Schedule**

Every recruitment project / end to end recruitment process shall be completed within a maximum period of 60 days from the issue of Advertisement in newspapers for which an activity wise time schedule would be prepared and submitted to SHIMUL, before commencement of work.

**H. Reviews**

Reviews shall be held at least once in a week between the SHIMUL and bidder to

- a) Assess progress of each milestone.
- b) Check on adherence to timetables
- c) Set-up agenda and check list for next week review

**I. Role of the SHIMUL:**

- a) Checking the Quality of Service (QOS) provided by the bidder.
- b) Facilitating the bidder during the course of the project / end to end recruitment process for providing necessary information and support.
- c) SHIMUL reserves the right to inspect the accounts and records of the bidder relating to the performance of the contract and to have them audited by auditors appointed by SHIMUL.

**J. Payment Terms:**

**Consultancy Fee:** Different assignments shall be handled under the contract during the course of contract period of one year. The consultancy fee for the respective assignment (Number of eligible candidates X rate per eligible candidate/ or as per the rate per eligible candidate / or as per the Commercial later agreed to in the LOA) shall be paid separately as per the payment terms mentioned below. The Consultancy Fee shall be inclusive of all expenses, overheads, taxes & duties but exclusive of Service Tax. However, service tax shall be reimbursed on submission of documentary evidence and TDS as applicable shall be deducted from the Invoice while releasing the Payment.

Recoverable Mobilization Advance of 10% of consultancy fee calculated tentatively based on number of applications expected carrying simple interest of 10% p.a against submission of Bank Guarantee of equivalent from a scheduled bank in favour of SHIMUL and en-cashable in SBI, Machenahalli or any Shivamogga branch of issuing bank. The mobilization advance so paid shall be recovered progressively from the subsequent payments. The Bank Guarantee against Mobilization Advance shall remain valid for 1 year initially which shall be extended incase the process of recruitment gets delayed.

- i) 20% of the consultancy fee/ as per LOA on successful registration of the candidates, issue & dispatch of interview Cards by e-mail registered by the candidates (after providing documentary evidence to SHIMUL).
- ii) 30% of consultancy fee on completion of interview & publication of eligibility candidates
- iii) 50% of consultancy fee on publication of Final Result. Process of payment will be

Started only after declaration of result by SHIMUL and completion of assignment and after receipt of the relevant documents/ reports from bidder.

**Note:**

- a. Service Tax shall be reimbursed against submission of documentary evidence. TDS as applicable shall be deducted from the invoice while releasing the payment. Liquidated damage as applicable shall also be levied as per the clause. In case of any shortcoming in deliverables/ services the payment shall be made proportionately.
- b. SHIMUL will not pay any license fee during the contract period for the usage of developed/ deployed application software, data base software, system software and such other software that may be needed for deployment for smooth conductance of interview.

**K. Deliverables:**

Schedule

Sl.no	Activity	Time Line	Responsibility
1.	Initiation of the process and 1 <sup>st</sup> Meeting	Within One week of Acceptance of Work Order	Agency & SHIMUL
2.	Demo of the Application Software	Within one week of First Meeting	Agency
3.	Demo of the Final Software	Within One Week of 1 <sup>st</sup> Demo	Agency
4.	Finalization of Designing the Recruitment Advertisement	Within Five days of the draft Advertisement submitted by SHIMUL	Agency & SHIMUL
5.	Issue of Advertisement	After Approval of the Authority	SHIMUL
6.	Call Centre Support	From the date of Issue of advertisement	Agency
7.	Activation of Software for On line Submission of Application	Within 3 days of issue of Advertisement	Agency

**Section-VI: Bid Evaluation Methodology**

**(LCS methodology)**

The evaluation of the Bid shall be carried out based on the LCS (Least Cost selection) Methodology (100%) in the following steps;

- a. The evaluation of eligibility criteria as mentioned at Section-IV.
- b. The evaluation of Technical Proposals of eligible bidders at (a.) above.
- c. The evaluation of Commercial of the technically qualified bidders at (b.) above.



**SECTION-VII : GENERAL CONDITIONS OF CONTRACT (GCC)**

1.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, Tender document, bidders offer, letter of award, correspondences between SHIMUL And Shimul consultant.
2.	Definition	2.1	SHIMUL/Owner shall mean SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA Head Office, Machenahalli, Shivamogga and shall include its legal representatives, successors and assigns.
		2.2	“ASSIGNMENT” shall mean the consultancy assignment for Engagement of Consulting Firm to provide online Recruitment Service to SHIMUL for a period of one year.
		2.3	“Tender document” “Tender document” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope Of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and any amendments there to.
		2.4	“Bid” shall mean Technical Proposal & Commercial in prescribed FORMS submitted in pursuance to Tender document.
		2.5	“Bidder” shall mean the Consulting firm/ Agency participating in the bid floated by the SHIMUL for Engagement of Consulting Firm to provide Online Recruitment/ Selection Services to SHIMUL over a period up to one year and shall include his heirs, legal representatives, successors and permitted assigns.
		2.6	“Consulting firm/Consultant/ Agency” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidders legal representatives, successors and permitted assigns.
		2.7	“ LOA” i.e. “Letter of Award” shall mean the official notice issued by SHIMUL notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by SHIMUL.
		2.8	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.9	“Contract” shall mean the agreement signed by the Authorised representatives of SHIMUL and the Selected Consulting firm covering “the GCC, Scope of Works, Technical Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by SHIMUL.

		2.10	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.
		2.11	“Contract Period” One year from the date of LOA. However, the said contract shall be reviewed every six months on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination & co-operation, cost saving approach to the SHIMUL.
		2.12	“Person” shall mean and include firms, companies, corporations and associations, bodies of individuals, whether incorporated or not.
		2.13	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
3.	Interpretation	3.1	In this Contract unless a contrary intention is evident: <ul style="list-style-type: none"> <li>(a) The clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</li> <li>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</li> <li>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</li> <li>(d) a word in the singular includes the plural and a word in the plural includes the singular;</li> <li>(e) a word imparting a gender includes other gender;</li> <li>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</li> <li>(g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</li> <li>(h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</li> </ul>
4.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the SHIMUL and the Consultant / Agency and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
5.	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly Authorized representative of each party there to.

6.	Non-waiver	6.1	Subject to GCC Clauses-28 and 29 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
7.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
8.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant/ Agency and shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
9.	Location	9.1	The Services shall be performed in Machenahalli, Shivamogga or at such locations required by SHIMUL.
10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of SHIMUL's Letter of Award of consultancy assignment.
11.	Authorized Representatives	11.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: a) on behalf of the SHIMUL by ...MANAGING DIRECTOR or his designated representative; b) on behalf of the Consultant/ Agency by ..... or his designated representative.
12.	Relation between the Parties	12.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the SHIMUL and the Consultant / Agency. Consultant/ Agency, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf here under.
13.	Notices	13.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term "in writing" means Communicated in written form with proof of receipt.

		13.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p>a. For SHIMUL: MACHENAHALLI, NIDIGE(POST) – 577 222  Attention: .....  Postal Address: MACHENAHALLI, NIDIGE(POST) – 577 222  Phone No. 08182-246161, 246162, 246163 Fax No.08182-246284  Email: .....</p> <p>b. For the Consultants: .....  Attention: .....  Postal Address: .....  Phone.....  Email: .....</p>
		13.3	<p>Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or Registered mail, Fax, email or hosted in website.</p>
		13.4	<p>A Party may change its address for notice hereunder by giving the Other Party notice of such change pursuant to this Clause.</p>
		13.5	<p>All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.</p>
		13.6	<p>If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.</p>
14.	Governing Law	14.1	<p>The Contract shall be governed by and interpreted in accordance with the laws of India. The Civil Court in Shivamogga and High Court of KARNATAKA Bengaluru shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.</p>
15.	Settlement of Disputes	15.1	<p>SHIMUL and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.</p>
		15.2	<p>If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to Board of SHIMUL who shall be the sole arbitrator for this purpose. If dispute does not get resolved by Board of SHIMUL the same shall be governed by the provisions of arbitration and conciliation Act 1996.</p>
16.	Commencement of Services	16.1	<p>The Consultant / Agency, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").</p>

17.	Delivery	17.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- V, Scope of Work and acceptance of the services by SHIMUL
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by SHIMUL within the time schedule mentioned vide Section- V of Scope of Work.
18.	Consultant / Agencies Responsibilities	18.1	The Consultant/ Agency shall provide the services strictly as per the requirement and within the time frame specified in the Scope of Work as per Section-V.
		18.2	The Consultant/ Agency shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.
19.	SHIMULs Responsibilities	19.1	SHIMUL may provide on Consultant / Agencies request, particulars / information / or documentation as available with them that may be required by the Consultant/ Agency for proper planning and execution of Scope of Work under this contract.
		19.2	SHIMUL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Consultant/ Agency.
20.	Consultancy Fee	20.1	The Consultancy Fee charged by the Consultant/ Agency for the service provided under the Contract shall not vary from the prices quoted by the Consultant/ Agency in its bid except for number of eligible candidates unless otherwise agreed between the consultant / Agency and till the completion of the contract.
21.	Terms of Payment	21.1	The Consultancy Fee shall be paid on submission of invoice in triplicate and in the manner specified in the Scope Of Work (Deliverables, Timelines and Payment Terms) at Section-V. No invoice for extra work will be submitted by the Consultant/ Agency.
		21.2	The Consultant/ Agencies request for payment shall be made to SHIMUL in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables specified in the Section-V. The Consultant/ Agency shall submit the invoices in triplicate to SHIMUL
		21.3	Payments shall be made promptly by SHIMUL not later than thirty (30) days after submission of an invoice along with supporting documents, subject to SHIMULs acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

		21.5	Payment shall be made by SHIMUL as per the price of the Letter of Award. SHIMUL may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
22.	Taxes and Duties	22.1	The Consultant/ Agency and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, service tax as applicable claimed by the consultant in their invoice shall be reimbursed.
		22.3	SHIMUL shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant/ Agency shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank en - cashable at Machenahalli Branch of the issuing Bank only for a sum of Rs. 50000/- (Rupees Fifty thousand) only. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG within 30 days from the date of LOA as per the format enclosed.
		23.2	SHIMUL shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant/ Agency commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by SHIMUL and returned to the Consultant/ Agency not later than thirty (30) days following the date of completion of the Consultant/ Agencies performance obligations under the Contract including extension thereof.

24.	Confidential Information	24.1	The Consultant/ Agency and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period of operation of the Contract.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> <li>a) now or hereafter enters the public domain through no fault of that party;</li> <li>b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
25.	Subcontracting	25.1	The Consultant / Agency shall not sub-contract, sublet, transfer or assign the contract or any part thereof to other party.
26.	Service Quality	26.1	SHIMUL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant/ Agency shall take measures necessary to meet the specifications at no cost to SHIMUL.
27.	Liquidated Damages	27.1	Except as provided under GCC Clause-29, if the Consultant/ Agency fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work-Section-V Deliverables, Timeliness & payment), SHIMUL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.
28.	Change in Laws and Regulations	28.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract.

29.	Force Majeure	29.1	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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		29.2	<p>Force Majeure shall not include:</p> <ul style="list-style-type: none"> <li>a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor</li> <li>b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.</li> </ul>
		29.3	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 Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		29.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		29.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		29.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		29.7	The decision of the SHIMUL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant/ Agency.



		29.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		29.9	Not later than thirty (30) days after the Consultant/ Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
30.	Extensions of Time	30.1	If at any time during performance of the Contract, the Consultant/ Agency encounter conditions impeding timely completion of Services as per Section-V (Scope of Work), the Consultant/ Agency shall promptly notify SHIMUL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant/ Agency notice, SHIMUL Limited shall evaluate and may at its discretion extend the Consultant/ Agency for performance. Agency time
		30.2	Except in case of Force Majeure, as provided under GCC Clause-29 or where the delay in delivery of the services is caused due to any delay or default of the SHIMUL any extension granted under the clause shall not absolve the Consultant/ Agency from its liability to pay liquidated damages pursuant to GCC Clause- 27.
31.	Suspension	31.1	SHIMUL may, by written notice of suspension to the Consultant/ Agency, suspend all payments to the Consultant/ Agency hereunder if the Consultant/ Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/ Agency to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultant/Agency of such notice of suspension and shall invoke contract performance guarantee.
32.	Termination	32.1	Termination of Contract for Failure to become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks written notice to the other Party, declare this Contract to be null and void.
		32.2	Termination for Default: a) The SHIMUL may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant/ Agency terminate the Contract in whole or in part: i) if the Consultant/ Agency fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the SHIMUL as per scope of work(Section V)

			<p>ii) if the Consultant/ Agency commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the SHIMUL in its absolute discretion decide) provided in a notice in this behalf from the SHIMUL.</p> <p>iii) If the Consultant/ Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC.</p> <p>iv) If, as the result of Force Majeure, the Consultant/ Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>b) In the event the SHIMUL terminates the Contract in whole or in part, pursuant to GCC Clause30, the SHIMUL may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant/ Agency shall be liable to the SHIMUL for any additional costs for such similar Services. However, the Consultant/ Agency shall continue performance of the Contract to the extent not terminated.</p>
		32.3	<p>Termination for Insolvency: SHIMUL may at any time terminate the Contract by giving Notice to the Consultant/ Agency if the Consultant/ Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant/ Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the SHIMUL.</p>
		32.4	<p>Termination for Convenience: SHIMUL by Notice sent to the Consultant / Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the SHIMUL convenience, the extent to which performance of the Consultant/ Agency under the Contract is terminated, and the date upon which such termination becomes effective.</p>
		32.5	<p>Upon Termination of the Contract, the Consultant/ Agency shall: Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the ..... or equivalent authority of SHIMUL (“Exit Plan)</p>
		32.6	<p>The Consultant and ..... or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</p>

33.	Cessation of Rights and Obligations	33.1	<p>Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> <li>a) Such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>b) The obligation of confidentiality set forth in Clause-24 hereof,</li> <li>c) Any right which a Party may have under the Applicable Law.</li> </ul>
34.	Payment upon Termination	34.1	<p>Upon termination of this Contract pursuant to Clause-32 hereof, SHIMUL shall make the following payments to the Consultant/ Agency:</p> <ul style="list-style-type: none"> <li>a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the SHIMUL.</li> <li>b) Except in the case of termination pursuant failure to perform insolvency of the Consultant/ Agency, deliberate false submission by the Consultant/ Agency or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</li> </ul>
35.	Assignment	35.1	The Consultant / Agency shall not assign to any other party, in whole or in part, their obligations under this Contract.
36.	Disclaimer	36.1	SHIMUL reserves the right to share, with any consultant/ Agency of its choice, any resultant Proposals, in order to secure expert opinion.
		36.2	SHIMUL reserves the right to accept or reject any proposal deemed to be in its best interest.
37.	Public Disclosure	37.1	All services/deliverables provided to SHIMUL by consultant are subject to Country and KARNATAKA public disclosure laws such as RTI etc.
		37.2	The Consultant / Agency Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless SHIMUL first gives the Consultant/ Agency its written consent.
38.	Adherence to rules regulations and restriction	38.1	Consultant/ Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time.
		38.2	The Consultant/ Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant Team shall adhere to all security requirement/regulations of SHIMUL during the execution of the work. SHIMUL also shall comply with its procedures/policy.

		38.3	The Consultant/Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
		38.4	The Agency shall ensure that all the members of the Agency's personnel are aware that the Official Secrets Act 1923 apply to them and they should adhere to same.
39.	Fairness and Good Faith	39.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the Realization of the objectives of this Contract.
		39.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-16 hereof.
40.	Insurance	40.1	The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
41.	Conflict of Interest	41.1	The Consultant/ Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
		41.2	If the Consultant/ Agency is found to be involved in a conflict of interest situation with regard to the present assignment, SHIMUL may choose to terminate this contract as per Clause-32 of GCC.
42.	Standard of Performance	42.1	The Consultant/ Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant/ Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to SHIMUL

43.	Expiry of Contract	43.1	Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
44.	Conflict among assignments	44.1	Neither consultant/ Agency (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant/ Agency.
45.	Professional Liability.	45.1	<p>The Consultant/ Agency is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.</p> <p>(a)The Consultants/ Agencies liability to the SHIMUL be limited to total contract price except for gross negligence or willful misconduct on the part of the consultant/ agency in which case their liability shall be unlimited to the extent of damage/loss incurred including that to the third parties.</p> <p>(b) the consultants/ Agencies liability to the SHIMUL may in no case be limited to less than the total payments expected to be made under the consultants / Agencies contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and</p> <p>(c) any such limitation may deal only with the Consultants liability toward the employer and not with the Consultants / Agencies liability toward third parties.</p>
46.	Staff Appointment / Substitution.	46.1	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the Consultant/ Agency shall propose other staff of at least the same level of qualifications for approval by the Owner.
		46.2	Such appointment/substitution shall be made within a weeks time failing which the SHIMUL shall either hold up the payment or seek other remedies under the contract.
47.	Changes and additions in Consultant/ Agency"s scope of works	47.1	SHIMUL shall have the right to request Consultant/ Agency in writing to make any changes, modifications, deletions and/or additions to Consultant/ Agencies scope of works. Consultant/ Agency shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Consultant/ Agencies obligations under this contract, Consultant/ Agency will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by SHIMUL. Otherwise, Consultant/ Agency will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by SHIMUL and the same shall be mutually agreed. Unless Consultant/ Agency receives written authority from SHIMUL on variation in prices and time schedule, Consultant/ Agency will not be obliged to proceed with any such variation in the scope of works.

48.	Intellectual Property	48.1	SHIMUL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports and other documents which have been newly created and developed by the Consultant/ Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant/ Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to SHIMUL and execute all such contracts/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of SHIMUL. To the extent that Intellectual Property Rights are unable by law to so vest, the Consultant/ Agency assigns those Intellectual Property Rights to SHIMUL on creation.
		48.2	The Consultant/ Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant/ Agency shall keep SHIMUL indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Consultant/ Agency or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant/ Agency, the Consultant/ Agency shall have sole control of the defense and all related settlement negotiations.
		48.3	Subject to sub-clauses 49.1, the Consultant/ Agency shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Consultant/ Agency that existed before the effective date of the contract.
49.	Non- Solicitation of Staff	49.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.

**Sd/-**  
**Managing Director**  
**Shimul, Shivamogga**

**Section-VIII**  
**Bidding Forms**  
**FORM F-1:**  
**Tender Submission Sheet**

**From:**

**To:**

**Managing Director**

**Shivamogga, Davanagere & Chitradurga**

**District Co-operative Milk Union Ltd.,**

**Machenahalli, Nidige(Post),**

**Shivamogga-577 222**

**Sir,**

**Sub: Engagement of Consulting Firm to Provide Online Recruitment Service to SHIMUL**

**Tender Notification Reference No. \_\_\_\_\_**

I, \_\_\_\_\_, (Bidder) herewith enclose the Technical Proposal against the subject Tender notification for Engagement of my firm as the Consultant/ Agency in Form F-2 to F-7.

I hereby accept and abide by the scope & terms and conditions of Tender document unconditionally.

**Yours faithfully,**

**Full name:**

**Address:**

**Telephone:**

**E-mail id:**

**FORM F-2:**  
**CVs of Key Personnel**  
**(Section-VI)**

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: \_\_\_\_\_ Nationality: \_\_\_\_\_
4. Area of Specialization: \_\_\_\_\_
5. Date of Birth:
6. Proposed Position in Team:
7. Key / Experience suitable to the proposed assignment:

(Under this heading give outline of staff members" experience including experience with the post employer(s) , in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programmes: (Under this heading, summaries college/ university and other specialized education of staff member, giving names of colleges/ institution, academic session, dates and degrees obtained)

9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

**Signature(Concerned employee):** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note: 1. Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.**



## Form F-3:

### Project Experience

The Bidders relevant past experience should be provided as per the requirements specified for meeting eligibility criteria under Section-IV and Bid evaluation criteria under Section-VI.

Bidder should submit the details of experience of successfully handling end to end on line recruitment/ selection process as per the form in the table provided below and necessary supporting documents such as work order/contract / client citation/ confirmation for work done should be enclosed.

Name of Assignment	
Name of Client Organization	
Duration of Assignment	From _____ To _____
Brief description of work (Written Test(OMR)/CBT mode of recruitment)	
Details of the posts for which selection/ recruitment process handled	
Maximum no of candidates handled in a day in a single exam in a single shift	
Name of the cities in which Online recruitment conducted	
Relevant documentary evidence enclosed (Y/N)	

**Signature:** \_\_\_\_\_

**Seal:**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Note: The bidders are requested to submit the Project Experience Criteria wise under Section-IV and Section-VI in the order mentioned in these sections for ease in evaluation.

## Form F-4:

### Company's Financial Information

Kindly provide the following details for the Firm:

1. Name of the Firm:
2. Average Annual Turnover of the firm during last 3 years from India Operations relating to consultancy business of conducting end to end recruitment process only based on Audited Accounts (duly certified by a Chartered Accountant)

Financial Year	Total Turnover  (net of taxes and duties)	Turnover from conducting  recruitment process (net of taxes and duties)	Turnover from conducting end  to end online recruitment  Process  from the total turnover as indicated in Col No. 2 (net of taxes and duties)
1	2	3	4
FY 2015-16			
FY 2016-17			
FY 2017-18			

Average Turnover during Last 3 (three) Years.....

**Signature of the Chartered Accountant:**

**Seal**

**Full Name:**

**Name of the CA Firm:**

**Address:**

**Phone No:**

**E-mail Id:**

**Note:**

Consolidated Audited Annual Reports/Financial Statements for last three financial years have to be provided as proof for consulting firms turnover.

## Form F-5:

### NIL/NO DEVIATION SCHEDULE

Bidders Name & Address

To

MANAGING DIRECTOR

SHIVAMOGGA, DAVANAGERE & CHITRADURGA

DISTRICT CO-OPERATIVE MILK UNION LTD.,

MACHENAHALLI, NIDIGE(POST),

SHIVAMOGGA-577 222

Dear Sirs,

Sub: **NIL/NO Deviation to the Scope of Works, Deliverables, Services and terms conditions of the Tender document.**

We hereby undertake to provide the consultancy work without any deviation to the scope of works, deliverables, services and terms and conditions contained in the Tender document.

Date:

**(Signature of the Bidder)**

Place:

(Printed Name) .....

(Designation) .....

(Common Seal) .....

**Note:** Deviations, if any, should be mentioned giving reference of Tender notification number and Tender document clause number. If any deviation is given elsewhere in the bidders proposal, that will not be recognized and shall constitute Nil/No deviation.

**Form F-6:**

**Acceptance of Important Terms & Conditions**

Bidders Name & Address

-----  
-----  
-----  
-----

To,  
MANAGING DIRECTOR  
SHIVAMOGGA, DAVANAGERE & CHITRADURGA  
DISTRICT CO-OPERATIVE MILK UNION LTD.,  
MACHENAHALLI, NIDIGE(POST),  
SHIVAMOGGA-577 222

Sub.:-----

With reference to your Tender notification No. ----- dated ----- for  
“Engagement of Consulting Firm to provide online Recruitment/ Selection Services”, we hereby  
confirm that we have read the provisions of the following clauses and further confirm that not  
withstanding anything stated elsewhere to the contrary, the stipulation of these clauses of  
Tender document are acceptable to us and we have not taken any deviation to these clauses:

- a) Terms of Payment:
- b) EMD:
- c) Contract Performance Bank Guarantee:
- d) Liquidated Damages for delay in Completion:
- e) Deliverables:
- f) Bid Validity Period:
- g) Price Basis:

We further confirm that any deviation to the above clauses at Sl. No. (a) through(g) found any  
where in our Bid Proposal shall stand  
unconditionally withdrawn, without  
any

cost implication what so ever to SHIMUL  
OF KARNATAKA

Date:

Place:

(Signature)..... (Printed  
Name).....  
(Designation)..... (Common  
Seal).....

**Form F-7**

**AFFIDAVIT**

I, -----S/o -----  
 the  
 M/s.....  
 Proprietor/authorized person of ..... having  
 Office at  
 its Registered .....do hereby solemnly affirm and  
 declare as follows:

That the SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA. (SHIMUL) Vide Tender notification No. Admn/\_\_\_\_\_ had INVITATED PROPOSALS for “**Engagement of Consulting Firm to provide online Recruitment/ Selection Service**” for undertaking end to end recruitment processes for SHIMUL selection of candidates in various cadre 60 posts.

3. That in response to the said TENDER as stated in paragraph (2) above, our firm is submitting its Technical & Financial proposals to the, SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA in prescribed forms.
4. It is hereby declared that neither we nor our director(s) or partner(s) has/ have been convicted by any court of law and no criminal case is pending against us before court of law.
5. It is also hereby declared that, our Agency/Company/Firm \_\_\_\_\_is having unblemished past record and has never been blacklisted/barred/disqualified for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government concern/Regulator/Statutory Body.
6. That the statements made in paragraphs 1 to 5 of the foregoing Affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act/Laws in force. Solemnly affirmed by the said ..... at .....on this the .....day of .....2017

Deponent:

Identified by me:

.....

## Section IX: Contract Forms

### ANNEXURE- 1

#### Contract Form

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

\_\_\_\_\_ of \_\_\_\_\_  
(hereinafter

**“SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA”, (SHIMUL)** of the one part, and

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter  
“the Consultant”), of the other part:

WHEREAS SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA (SHIMUL) invited bids for Services, viz.,

\_\_\_\_\_ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of  
Rs. \_\_\_\_\_ (here in after “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
  - i. ITB (As enclosure –I)
  - ii. Scope of Works. (As enclosure –II)
  - iii. General Conditions of Contract. (As enclosure –III)
  - iv. Accepted Technical Proposal (As enclosure –IV)
  - v. Accepted Commercial. (As enclosure –V)
  - vi. Letter Of Award (LOA). (As enclosure –VI)
  - vii. Contract Performance Bank Guarantee. (As enclosure –VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by **SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA** to the Consultant as indicated in this Contract, the Consultant hereby covenants with **SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA** to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. **SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA** hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price 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 Contract to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (Authorized official of the **SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA**)

Signed by \_\_\_\_\_ (for the Consultant)

**ANNEXURE- 2****Contract Performance Bank Guarantee****(To be executed on non-judicial stamp paper as per Stamp Act)**

Date:

Contract Name and No:

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter "the Consultant") has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to take up the assignment Engagement of Consulting Firm to provide Online Recruitment/ Selection Services for

**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA**(hereinafter "the Contract").

AND WHEREAS it has been stipulated by SHIMUL in the afore mentioned Contract that the Consultant shall furnish SHIMUL with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_

\_\_\_\_\_, legally domiciled in \_\_\_\_\_

\_\_\_\_\_, (hereinafter "the Guarantor"), have agreed to give the consultant a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to SHIMUL, on behalf of the Consultant, up to a total of \_\_\_\_\_ and we undertake to pay SHIMUL, upon SHIMUL's first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of

\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by SHIMUL***

***at any of our branches at Shivamogga who will pay the claim amount to SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA immediately.***

The Guarantor also agrees that SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION LTD., SHIVAMOGGA at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee SHIMUL may have in relation to the Bidders liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (50000/- / Indian Rupees Fifty thousand Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to SHIMUL and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in Civil Court Shivamogga.



This security is valid until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_ .

Notwithstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs.50000/- (Rupees Fifty thousand) only.

The Bank Guarantee shall be valid up to \_\_\_\_\_ only.

We or our Bank at Shivamogga (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Shivamogga a written claim or demand and received by us or by Local Branch at Shivamogga on or before Dated \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For \_\_\_\_\_ (indicate the name of the Bank)

N.B.:

- (1) Name of the Consultant:
- (2) No. & date of the Letter of Award / Contract:
- (3) Amount of the Bank Guarantee: Rs.....
- (4) Validity period or date up to which the Contract is valid:
- (5) Signature of the Constituent Authority of the Bank with seal:
- (6) Name & addresses of the Witnesses with signature:
- (7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of      1. Name & Address      \_\_\_\_\_

Witness      \_\_\_\_\_

\_\_\_\_\_

2. Name & Address      \_\_\_\_\_

\_\_\_\_\_

SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT  
CO-OPERATIVE MILK PRODUCERS SOCIETIES UNION LTD.,  
MACHENAHALLI, NIDIGE(POST), SHIVAMOGGA-577 222

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**Part-II**  
**FORM P-1:**  
**Commercial Part-II**

**(Tenderer should submit Commercial tender separately in Part-II only)**

**From:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To:**

MANAGING DIRECTOR  
SHIVAMOGGA, DAVANAGERE & CHITRADURGA  
DISTRICT CO-OPERATIVE MILK UNION LTD.,  
MACHENAHALLI, NIDIGE(POST),  
SHIVAMOGGA-577 222.

**Sir,**

**Sub: Engagement of Consulting Firm to Provide Online Recruitment/  
Selection Services .**

**Tender notification No.** \_\_\_\_\_

I \_\_\_\_\_ (Bidder) herewith enclose Commercial against the

subject Tender document for Engagement of Consulting Firm to provide online Recruitment/  
Selection services to SHIMUL.

I hereby accept and abide by the scope & terms and conditions of Tender document  
unconditionally.

Yours faithfully,

**Signature:**

**Full Name:**

**Address:**

**Phone No:**

**E-mail Id:**

**Form P-2:****Commercial Part-II**

(Tenderer should submit Commercial separately in Part-II only)

The firm price quoted in the price bid should be inclusive of all taxes (except Service Tax), duties and levies. The amount should be mentioned in INR both in figures and in words.

Particulars	End to end service (exclusive of taxes)	
	In words	In Figure
1	2	3
For complete (end to end) Online recruitment Services for SHIMUL inclusive of all charges, overheads, all taxes (except service tax), duties & levies [ As per scope of work and different stage activities as described in TENDER DOCUMENT]		

**Note:**

- The quoted Price shall be FIRM and inclusive of all overheads travel, boarding, lodging, visits and taxes and duties etc except Service Tax.
- Price evaluation (LCS Methodology at section-VI) will be made taking in to account the total price quoted by the Bidder excluding service tax.
- SHIMUL will not pay and/or reimburse anything over and above the price quoted except service tax.
- Service tax as applicable shall be reimbursed against documentary evidence.

**Authorized Signatory with Stamp**