

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

**Phone No.08182-246161,246163 Fax No.08182-246284**

e-mail: shimuladmn@gmail.com

**IFTNo.SHIMUL/ADMN-1/StaffM.C/E-TENDER-/1468/2019-20**

**Date: 24-05-2019**

## **Technical Tender Part-I**

Staff Group Mediclaim Insurance of SHIMUL for 2019 – 20 (One Year)

**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DIST CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD.,**  
**MACHENAHALLI, NIDIGE(POST), Shivamogga – 577 222**  
**Phone No.08182- 246161/246163 Fax No.08182- 246284**  
**E-mail ID: shimuladm@gmail.com**

No. SHIMUL/ADMN-1/Staff M.C/E-TENDER/1468/2019-20

Date: 24-05-2019

**STAFF GROUP MEDICLAIM INSURANCE E-TENDER (Short Term)**

Shivamogga, Davanagere & Chitradurga District Co-Operative Milk Union Ltd., (SHIMUL) Shivamogga, invites E-Tender (Short term) from the interested IRDA registered General Insurance companies to provide Group Medclaim insurance for staff for the period of 2019-20 (09-July-2019 to 08-July-2020) on annual rate contract basis.

**ANNUAL RATE CONTRACT**

SI No.	PARTICULARS	Approx Value (Rs in lakhs)	EMD (in Rs)
1	Group Medclaim Insurance for Employees of Shimul for the period 2019-20 (09-July-2019 to 08-July-2020)	23.00	10,000/-
<b>TIME SCHEDULE OF e-TENDER</b>			
1	Access to E-tender Documents	24-05-2019 to 06-06-2019 Up to 5.00 PM	
2	Last date for submission of tender	07-06-2019 Up to 5.00 PM	
3	Date & time for opening Technical Tender Part-I	10-06-2019 at 11.00 AM	
4	Date & time for opening Commercial Tender Part-II	12-06-2019 at 02.00 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 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**

## **IMPORTANT NOTE TO BIDDERS :-**

- 1) The evaluation will be done for the total premium amount and as such incomplete quote shall not be considered for evaluation considering it as incomplete offer.
- 2) SHIMUL shall analyse all quotations received through this tender, exclusion and inclusion in the policies, negotiations of price terms and conditions and claims management.
- 3) Additional Employees and their dependents if any to be added subsequently during the policy period, it is the responsibility of the Insurance Company (successful insurance company) to issue the insurance policy at an additional premium amount.
- 4) The incomplete quote, omissions, deletion of clauses etc., – Such tender Shall be liable for rejection.
- 5) The time period required to settle the Claims – Medclaim, etc., Shall be clearly mentioned in the technical tender.
- 6) EMD Amount Rs. **10,000/-** to be paid to E-procurement portal only.

## **SPECIAL CONDITIONS AND INSTRUCTIONS TO TENDERER**

- 1) Registered and qualified insurance companies should submit their tenders through e-Procurement portal.
- 2) The rates may be quoted for the specified Insurance Policy and THE EVALUATION WILL BE DONE BASED ON THE TOTAL PREMIUM.
- 3) The Services offered in the respective policies may be Indicated in the Offer.
- 4) **The starting date of the policies is from 09-July-2019 to 08-July-2020 and the Policy period is for i.e. 09-July-2019 to 08-July-2020**
- 5) The premium shall be quoted as per the prescribed format only which is furnished in the tender. (Price schedule PART 2 of tender document) any deviation may be mentioned separately.
- 6) The premium amount in advance will be paid by the SHIMUL and the policies may be issued in the name of the Managing Director, SHIMUL.
- 7) Further clarifications can be sought from this Office
- 8) The period of Insurance is from **09-July-2019 to 08-July-2020**
- 9) The Managing Director reserves the right to accept OR reject any OR all the tenders OR part of the tender with out assigning any reasons thereof and also to award Insurance.
- 10) The tender should furnish the financial status of the organization for the last three years (premium, claims settlement, profitability etc) and also the IRDA Registration number to be quoted along with the Tender.

- 11) The insurance Company, which is registered with the Insurance regulatory authority, only will be considered for evaluation. The insurance brokers are not qualified to participate in the process.
- 12) The premium quoted shall be final and no revision will be entertained in what so ever fashion at a later date. It is also the responsibility of the Company to issue the policies as per the offer.
- 13) The Claim settlement shall be done directly to the SHIMUL.
- 14) The MEDICLAIM policy for the employee of Shimul and their dependents is included is in the scope.
- 15) The tender evaluation will be done based on the total premium Quoted (Annexure 1 of price schedule commercial tender part-2) which includes all SHIMUL Staff Mediclaim policy. Hence incomplete and part tenders will not be accepted.
- 16) It is the responsibility of the insurance company to obtain the necessary information from the respective units which is necessary for the declaration policies and any other policies. The insurance company shall educate the clients by providing proper guidance so that all the eligible employee and their dependents shall be covered for insurance throughout the year. The company representative shall visit periodically to discuss and get the required information.

### **SCOPE UNDER Group Mediclaim Policy for SHIMUL**

#### **Employees for the year 2019-20**

SHIMUL intends to avail TAILOR MADE GROUP MEDICLAIM policy for our employees and their dependent family members. This policy should extend the following facilities:

- a) Room, boarding expenses as provided by the Hospital/Nursing home.
- b) Nursing expenses.
- c) Surgeon, Anaesthetist, Medical practitioner, Consultants, Specialist fees.
- d) Anaesthesia, Blood, Blood products, Oxygen, Operation theatre charges, surgical appliances, Mediclaim & drugs, diagnostic materials and X ray, dialysis, chemotherapy, radiotherapy, cost of pacemaker, artificial limbs and cost of organs and similar expenses.
- e) Pre and Post hospitalization expenses. (Operation treatment claim surgical Appliance medical and drugs)
- f) Hospitalization should cover expenses incurred for treatment for Asthma, bronchitis, chronic nephritis and nephritic syndrome, Diarrhoea and insidious epilepsy, Hypertension, Influenza, cough and cold. All psychiatric or psychosomatic disorders, pyrexia of unknown origin for less than 10 days. Tonsillitis and upper respirators tract infection including laryngitis and pharyngitis, arthritis, gout and rheumatism diabetes any illness that requires minimum 24 hours hospitalization.

- g) Expenses on Hospitalization for specific treatment such as Dialysis, Chemotherapy, radiotherapy, eye surgery, lithotripsy (Kidney stone removal), tonsillectomy D&C taken in a hospital nursing home.
- h) Expenses on treatment of diseases such as Cataract, prostate, hypertrophy and hysterectomy for menorrhagia, sinusitis and related disorders even though it is pre- existed. Day care expenses for advanced technological surgeries and Procedures requiring less than 24 hours of hospitalization.
- i) Expenses for vaccination, inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery as may be necessitated due to any accidents or any illness.
  - i. Cost of spectacles and contact lenses, hearing aids and cost of dentures.
  - ii. Dental treatment or surgery of any kind even as out patient.
  - iii. Expenses for diagnostic. X-ray, laboratory.
  - iv. Expenses arising from or traceable to pregnancy (including voluntary termination of pregnancy) and child birth (including caesarean) for only SHIMUL employees.
  - v. Any disease/Injured during first 30 days of commencement of policy.

**C. The following additional coverage to be extended to this tailor made policy:**

1. Pre existing disease to be covered.
  2. First year exclusion should be deleted.
  - 3 The family to consist of self, Spouse, dependent children and dependent Parents.
  4. a) Overall sum covered per employee including their dependents to be Rs.1,00,000/- (One lakh only).  
b) Overall sum covered per employee including their dependents to be Rs.1,50,000/- (One lakh Fifty Thousand only).
- Note :** Insurance Companies quote a & b both separately . The Managing Director has right to choose a or b.
5. **Buffer corpus for Rs. 5,00,000/- extra. Buffer Corpus should be utilized for the diseases as described in the policy by SHIMUL for staff under the discretion of Managing Director, SHIMUL. Request letter for the Buffer utilization has to be submitted by SHIMUL on case to case basis.**
  6. No sub limits for different treatment / disease. The total claims total Limited to insured amount.
  7. Settlement of claims to be **cashless** and as per the decision of the Employee subject to available of the facility.
  8. Inpatient intimation is only to employer and not to the insurance company or TPA and late intimation should not be a reason for disqualification.
  9. Maternity claims should not be restricted. It should be up to the Insured Amount

**The total employees covered under this policy is 267. Number of dependents is 647 (approx). The soft copy with name age and family members are enclosed.**

**Eligibility / Qualification Criteria**

- 1.1 The insurance company shall be in the field of General Insurance since 5 years. The insurance company should have the IRDA registration for carrying out the business. The supporting documents shall be enclosed.
- 1.2 The insurance Company (the branch office who is participating in the tender) must have experience in carrying out the insurances of large scale industries, Government organisations in the last five years. As a single prime contract, the company should have provided the insurance coverage whose value of premium to a tune of Rs. 50 lakhs (Fifty Lakhs only)
- 1.3 The company should not have been disqualified OR foreclosed the contract for any reason for non-performance of the responsibilities Ist part.
- 1.4 The evaluation will be done strictly based on the informations provided by the insurance company as sought in ANNEXURE 1
- 1.5 Any omissions, deletions in insurance clause shall be mentioned separately which will be considered for evaluation.
- 1.6 The technically qualified tender shall be considered for opening of financial bid (part 2).
- 1.7 The tender should quote premium amount only at financial bid (part 2).

**ANNEXURE-1****INSURANCE COMPANY TO SPECIFY THE FOLLOWING**

<b>PARTICULAR</b>	<b>INSURANCE COMPANY'S REMARK</b>
Additional of employees and their dependents if any to be added subsequently during the policy period, it is the responsibility of the insurance Company (successful insurance company) to issue the insurance policy at an additional premium amount.	Agreeable : Yes / No
Any exclusions / deviations with respect to scope of Mediclaim mentioned in tender shall be clearly indicated	Deviations : Yes / No If Yes – mention the deviations clearly
Is there any omissions, deletions, modifications of clauses, incomplete quote (Such tender shall be liable for rejection.)	Yes / No  If Yes specify the details
Details TPA identified	
Nominate the official for proper co-ordination	Name, Ph No, Mobile No, Designation, e mail address, Office Ph No & address, availability of the official etc.,

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**SECTION-1****INFORMATION to Insurance Company****1. INTRODUCTION**

- 1.1 The Client named in the “Data Sheet” will select a Insurance company among those participated in the tender with the method of selection.
- 1.2 The Insurance company are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Insurance services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Insurance company.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Insurance Company under each phase must be to the Client’s satisfaction before work begins on the next phase.
- 1.4 The Insurance company must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, Insurance Company are encouraged to pay a visit to the Client before submitting a Proposal, and to obtain clarification if any from SHIMUL. The Insurance company representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information if required
- 1.5 The SHIMUL will provide the inputs specified in the Data Sheet
- 1.6 Please note that
  - (i) The costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and
  - (ii) The SHIMUL is not bound to accept any of the Proposals submitted.
- 1.7 SHIMUL expects Insurance company to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Insurance company shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.8 It is SHIMUL policy to require that Insurance company observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SHIMUL:
  - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of SHIMUL, and includes collusive practices among Insurance company’s (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive SHIMUL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded SHIMUL-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a SHIMUL-financed contract; and
- (e) Will have the right to require that, SHIMUL to inspect Insurance company’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by SHIMUL.

- 1.9 Insurance company shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by SHIMUL in accordance with the above sub para 1.8 (d).
- 1.10 Insurance company shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

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

- 2.1 Insurance company may request a clarification of any item of the tender document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, to the Client’s address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 (At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, modify the tender documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals)

### 3. PREPARATION OF PROPOSAL

3.1 Insurance company are requested to up-load a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

#### **Technical Proposal**

3.2 In preparing the Technical Proposal, Insurance Company are expected to examine the documents comprising this tender in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Insurance Company must give particular attention to the following:

(i) If an Insurance company considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Insurance Company (s) and/or other Insurance company or entities in a joint venture or sub-consultancy, as appropriate. Insurance company may associate with the other Insurance Company invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Insurance company must obtain the approval of the client to enter into a Joint Venture with Insurance company's not invited for this assignment.

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

(i) A brief description of the Insurance company's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Insurance company's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) A detailed description of the proposed methodology, staffing, and monitoring of insurance claims,

3.5 The Technical Proposal shall not include any financial information.

## **Financial Proposal**

- 3.6 In preparing the Financial Proposal, Insurance company are expected to take into account the requirements and conditions/nature of policies of the tender documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Insurance coverage's / risks
- 3.7 Insurance company shall express the price of their premium / services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Insurance Company is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period.

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

- 4.1 For each Proposal, the Insurance Company should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.2 The Completed Technical and Financial Proposal must be delivered at the submission address through e-procurement portal on or before the time and date stated in the Data Sheet.
- 4.3 After the deadline for submission of 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 and It shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

## **5. PROPOSAL EVALUATION**

### **General**

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any Insurance company wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Insurance Company to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference. The proposal shall be of tailor made to suit SHIMUL requirement and any deviation shall clearly be mentioned and it is the discretion of SHIMUL to accept OR reject the deviations if any.

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

- 5.4 After the evaluation of quality is completed, the SHIMUL shall notify those Insurance company whose proposals did not meet the requirement or were considered non-responsive to the tender/RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The SHIMUL shall simultaneously notify the Insurance companies that have qualified technically, as mentioned in the tender notification indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, and facsimile, or electronic mail, phone.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Insurance companies' representatives who choose to attend. The name of the Insurance Company, the premium prices quoted shall be read aloud and recorded when the Financial Proposals are opened and minuted.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal (Fm) will be invited for negotiations.

## **6. NEGOTIATIONS**

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan). The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract.
- 6.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Insurance Company will initial the agreed contract. If negotiations fail, the Client will invite the Insurance Company whose proposal received the second highest score to negotiate a contract.

## 7. AWARD OF CONTRACT

- 7.1 The contract for insurance coverage's will be awarded following negotiations.
- 7.2 The Insurance company is expected to commence the Assignment on the date and at the location specified in the Data Sheet / as informed later.

## 8. CONFIDENTIALITY

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

### DATA SHEET

#### Information to Insurance Company Clause Reference

The name of the Client is: SHIMOGA, DAVANAGERE &  
The method of selection is: CHITRADURGA DIST CO.OP.MILK UNION LTD.,

- 1) Based on insurance coverage's,
- 2) Insurance service proposed,
- 3) claim settlement methodology,
- 4) fast settlement of claims,
- 5) system of keeping the records,
- 6) Traceability of documents, claims, etc.,  
Educating and follow up with the client regarding ease of operation of claims
- 7) communication facility proposed,
- 8) deviations with respect to tender terms,
- 9) Mediclaim terms suitability to SHIMUL
- 10) Omissions of coverage's

A technical and a Financial Proposals are requested: YES

The name, objectives and description of the Assignment are: Insurance coverage's for staff Mediclaim/health coverage's etc.,

The Assignment is Insurance coverage's for a period of ONE YEAR from **09-July-2019 to 08-July-2020**

The Client will provide the following inputs: Details of staff which requires insurance coverage's

The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

Clarifications may be requested upto one day prior / before the submission date.

The address for requesting clarifications is: Manager(Administration), SHIMUL,  
Ph : 08182- 246161, 246162, 246163

Proposals should be submitted in the English following language

Proposals must remain valid 90 days after the submission date

The proposal submission address is: SHIMOGA, DAVANAGERE & CHITRADURGA DIST CO.OP MILK UNION LTD., Machenahalli, Nidige (Post), Shimoga- 577 222

**SECTION-2**

**3. TECHNICAL PROPOSAL - STANDARD FORMS**

**3A. Technical Proposal submission form.**

**3B. Insurance Company’s references.**

**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date] FROM: (Name of TO: (Name and Address of Client)  
Insurance Company)

_____	_____
_____	_____
_____	_____

**Ladies/Gentlemen:**

**Subject** : Staff - health insurance Technical Proposal.

-----

We, the undersigned, offer to provide the INSURANCE COVERAGE services for the above in accordance with your Request for Proposal / TENDER, and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of actual services / coverage’s required. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

**Yours sincerely,**

**Authorized Signature:**

**Insurance company & Address**

### **3B Insurance Company's REFERENCES**

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

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

Name of Client:

Address:

Start Date (Month/Year):	Completion Date	Approx. Value of Services/Sum insured
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Name of Senior Staff (Director/Coordinator, Team Leader) involved and functions performed:

Narrative Description of Insurance Policies / coverage's executed:

Description of Actual Services provided:

Details of claim disbursement :

Any other relevant information's / data's

Company turn over details

Staff details of branch

Turn over details of the branch

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**SECTION-3: FINANCIAL PROPOSAL - STANDARD FORMS****FINANCIAL PROPOSAL SUBMISSION FORM**

[The tenderer should quote premium amount only at commercial bid (part 2)]

[Location, Date] FROM: (Name of TO: (Name and Address of Client)  
Insurance Company)

\_\_\_\_\_

**Subject:** Staff –health insurance Financial Proposal.

-----

We, the undersigned, offer to provide the Insurance services for the above in accordance with your Request for Proposal / tender, and our Proposal (technical and Financial Proposals). Our attached financial proposal is in commercial bid (part 2)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal,.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,

**Yours sincerely,**

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of the Insurance Company & Address:**

**SECTION-4: TERMS OF REFERENCE**

**Terms of Reference should normally contain the following sections:**

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

**SECTION-5: CONTRACT FOR INSURANCE SERVICES**

between

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[Name of Client]

and

---

[Name of Insurance Company]

Dated :

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  - 7.2 Dispute Settlement

## **I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the ----- day of the month of ----- 2018, between, on the one hand, \_\_\_\_\_(hereinafter called the "Client") and, on the other hand, \_\_\_\_\_(hereinafter called the "Insurance company").

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

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

## **WHEREAS**

- (a) The Client has requested the Insurance company to provide certain Insurance services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Insurance company having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

**NOW THEREFORE the parties hereto hereby agree as follows:**

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

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

**Appendix A:** Description of the Services \_\_\_\_\_

**Appendix B:** Reporting Requirements \_\_\_\_\_

Price schedule / Premium quote \_\_\_\_\_

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

2. The mutual rights and obligations of the Client and the Insurance company shall be as set forth in the Contract; in particular:

- (a) The Insurance company shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Insurance Company in accordance with the provisions of the Contract.

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

**FOR AND ON BEHALF OF [NAME OF THE CLIENT]**

**By**

**(Authorized Representative)**

**FOR AND ON BEHALF OF [NAME OF THE Insurance company]**

**By**

**(Authorized Representative)**

[**Note:** If the Insurance company consist of more than one entity, all of these entities should appear as signatories]

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

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) Consultant means the Insurance Company.
- (c) "Contract" means the **Contract signed by the Parties ( MOU)**, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "GC" means these General Conditions of Contract;
- (g) "SHIMUL" means the SHIMOGA, DAVANAGERE & CHITRADURGA DIST CO.OP MILK UNION Ltd.,
- (h) "Local currency" means Indian Rupee;
- (i) "Member", in case the Insurance company consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (j) "Party" means the Client or the Insurance company, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Insurance company pursuant to this Contract as described in Appendix A; and
- (n) "Sub-consultant" means any entity to which the Insurance company subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (o) 'Third party' means any person or entity other than the SHIMUL, the Client, the Consultants, or a Sub-Consultant.

### **36. 1.2 Law Governing the Contract**

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

### **1.3 Language**

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

### **1.4 Notices**

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

### **1.5 Location**

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

### **1.6 Authorized Representatives**

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

### **1.7 Taxes and Duties**

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

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

### **2.1 Effectiveness of Contract**

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

## **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services from **July-2018**, the date the Contract becomes effective, or at such other date as may be specified in the SC.

## **2.3 Expiration of Contract**

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

## **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

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

### **2.5.2 No Breach of Contract**

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

### **2.5.3 Extension of Time**

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



## 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. The same shall be insurance covered and the additional premium amount will be paid by SHIMUL. **The Premium payment shall be made by SHIMUL against the premium notice served by the insurance company prior to the commencement of insurance coverage / start period.**

## 2.6 Suspension:

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

## 2.7 Termination

### 2.7.1 By the Client

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

- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;  
or
- (d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**For the purpose of this clause:**

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

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

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.7.2 By the Insurance Company**

The Consultants may terminate this Contract, by not less than sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.7.3 Cessation of Rights and Obligations**

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

**(i) such rights and obligations as may have accrued on the date of Termination or expiration;**

**(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;**

- (iii) The Consultants' obligations to permit inspection, copying and auditing Of their accounts and records set forth in Clause GC3.5 (ii) hereof; and**
- (iv) Any right which a Party may have under the Applicable Law.**

#### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

#### **2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client): in similar manner, the insurance company shall be reimbursed the premium amount collected on pro-rata basis as per IRDA norms.

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

#### **2.7.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultants**

#### **3.1 General**

The Consultants shall perform the insurance Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and IRDA regulations, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective claim settlement methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.2.2 Procurement Rules of Funding Agencies (not applicable)**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

##### **3.2.3 Consultants and Affiliates not to engage in Certain Activities (not applicable)**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

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

### **3.4 Insurance to be Taken Out by the Consultants**

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

### **3.5 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

**The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:**

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

- (b) Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (c) Any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client (not applicable)**

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

## **4. Consultants' Personnel and Sub-consultants**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

#### **4.2 Description of Personnel (not applicable)**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

#### **4.3 Approval of Personnel (not applicable)**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Overtime, Leave, etc. (Not applicable)**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C.

- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel (Not applicable)**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Project Manager (Not applicable)**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

### **5. Obligations of the Client**

#### **5.1 Assistance and Exemptions**

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



- (a) issue to officials, agents and representatives of the Shimul such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

## **5.2 Access to Land (not applicable)**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

## **5.3 Services, Facilities and Property of the Client (not applicable)**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

## **5.4 Payment In consideration of the Services to be performed by the Consultants under this Contract, the Client shall make to the Consultants such payments/premium and in such manner as is provided by Clause GC 6 of this Contract.**

## **6. Payments to the Consultants (not applicable)**

### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## **6.2 Remuneration and Reimbursable Expenditures (not applicable)**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

## **6.3 Currency of Payment All payments (Remuneration and Reimbursable) shall be made in Indian Rupees**

## **6.4 Mode of Billing and Payment (not applicable)**

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

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

**7. Settlement of Disputes**

**7.1 Amicable Settlement**

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

**7.2 Dispute Settlement**

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

**III. SPECIAL CONDITIONS OF CONTRACT**

Number of  
GC Clause

**A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

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

[1.4.1 The addresses are:

Client:

Attention : .....

Cable address : \_\_\_\_\_

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

E-mail : .....

Insurance Company :

Attention :-----

Cable address : \_\_\_\_\_

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

E-mail : .....

[Note: Fill in the Blanks]

[1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

\_\_\_\_\_

[2.1 The effectiveness of contract shall be on the date 09-July-2019

[2.2 The time period shall be one year for 09-July-2019 to 08-July-2020]

## **7.2 Disputes shall be settled by arbitration in accordance with the following Provisions:**

### **7.2.1 Selection of Arbitrators**

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

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

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

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

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

### **7.2.3 Substitute Arbitrators**

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

## 7.2.4 Qualifications of Arbitrators

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

## 7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

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

## SCHEDULE OF REQUIREMENT

Providing Insurance Services for Staff MediClaim of SHIMUL for 2019-20 (One Year) **09-July-2019 to 08-July-2020**

Sl No.	Particulars	INSURANCE POLICY	SUM INSURED (Rs.)	ANNEXURE
1	Group Medclaim Insurance for Employees & their dependents of Shimul for the period 2019-20		1,00,000/-, Per Employee & their dependents MediClaim Insurance (Floater Policy including buffer ) Buffer Corpus 5,00,000/-	ANNEXURE-1
2	Group Medclaim Insurance for Employees & their dependents of Shimul for the period 2019-20		1,50,000/-, Per Employee & their dependents MediClaim Insurance (Floater Policy including buffer) Buffer Corpus 5,00,000/-	ANNEXURE-1

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

**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT**  
**CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD.,**  
**MACHENAHALLI, NIDIGE(POST),SHIMOGA, 577 222**  
**CHECK LIST**

1	Whether the Tender Document is in accordance with GO.NO.FD 9PCL 2004 (1) (2) Dated: 06.08.2005 by Finance Department	Yes
2	Whether it is Short term Tender, if so the reasons	Yes
3	Whether approval of Board / Commissioner / Director has been obtained for Short Term Tender	Approved by Managing Director.
4	Approximate amount of Tender	Rs. 23.00 Lakhs
5	Access to e-Tender	24-05-2019 to 06-06-2019 Up to 5.00 PM
6	Last date for submission of Tender quoting	07-06-2019 Up to 5.00 PM
4	Date and Time for opening Technical Tender Part-1	10-06-2019 at 11.00 AM
5	Date and Time for opening Commercial Tender Part-2	12-06-2019 at 02.00 PM

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