

CITY MUNICIPAL COUNCIL, HARIHAR

Tender Document

for

**Providing Data Entry Operator
Services**

JUNE, 2009

Disclaimer

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ನಂ.ನಸಹ/ವಾ.ಟೆಂ/ಸಿ.ಆರ್- /2009-10

ದಿನಾಂಕ:20/05/2009

ವಾರ್ಷಿಕ ಟೆಂಡರ್ ಪ್ರಕಟಣೆ

ಹರಿಹರ ನಗರಸಭೆಯು ನಗರದ 2009-10 ನೇ ಸಾಲಿಗೆ ಕೆಳಕಂಡ ವಿವಿಧ ಕಾರ್ಯಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಿರ್ವಹಣೆ/ಸರಬರಾಜಿಗೆ ವಿವರವಾದ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಆಹ್ವಾನಿಸುತ್ತದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜನ್ನು(ಆರ್.ಎಫ್.ಪಿ) ಶ್ರೀ ಎಂ.ಕೆ.ನಲವಡಿ, ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ದಾವಣಗೆರೆ ಜಿಲ್ಲೆ, ದೂರವಾಣಿ: 08192-244266 ಇವರ ಕಾರ್ಯಾಲಯದಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನಿಗದಿಪಡಿಸಿರುವ ಮಾನದಂಡಗಳ ಆಧಾರದ ಮೇಲೆ ಪ್ರಸ್ತಾವನೆಗಳನ್ನು ಮೌಲ್ಯಮಾಪನ ಮಾಡಲಾಗುವುದು.

ಕ್ರ.ಸಂ.	ಕಾರ್ಯನಿರ್ವಹಣೆ ವಿವರ	ಟೆಂಡರ್ ಫಾರಂ ಫೀ	ಇ.ಎಂ.ಡಿ. ಮೊತ್ತ
1	ನಗರದ ಬೀದಿ ದೀಪಗಳ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
2	ತ್ಯಾಜ್ಯ ನೀರು ಸಂಸ್ಕರಣಾ ಕೇಂದ್ರದ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
3	ಆರೋಗ್ಯ ಶಾಖೆಗೆ ಅಗತ್ಯವಿರುವ ಕ್ರಿಮಿನಾಶಕಗಳು ಹಾಗೂ ರಾಸಾಯನಿಕಗಳ ಸರಬರಾಜು	ರೂ.1000.00	ರೂ.15000.00
4	ಕಛೇರಿ ಕಾರ್ಯಗಳಿಗೆ ಅಗತ್ಯವಿರುವ ಡಾಟಾಎಂಟ್ರಿ ಅಪರೇಟರ್ ಹಾಗೂ ವಾಹನ ಚಾಲಕರುಗಳನ್ನು ಪೂರೈಸುವುದು	ರೂ.1000.00	ರೂ.10000.00
ಟೆಂಡರ್ ಫಾರಂ ಪಡೆಯುವ ವಿಧಾನ: ದಿನಾಂಕ:17/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ ಟೆಂಡರ್ ಫಾರಂಗಾಗಿ ನಿಗದಿತ ಶುಲ್ಕದೊಂದಿಗೆ ಕೋರಿಕೆಯನ್ನು ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ಇವರ ಹೆಸರಿನಲ್ಲಿ ನಗರಸಭೆಯಲ್ಲಿ ನೇರವಾಗಿ/ರಾಷ್ಟ್ರೀಕೃತ ಬ್ಯಾಂಕಿನಲ್ಲಿ ತೆಗೆಸಿದ ಡಿ.ಡಿ. ಅಥವಾ ಬ್ಯಾಂಕರ್ಸ್ ಚೆಕ್ ಮೂಲಕ ಪಾವತಿಸುವಂತೆ ಸಲ್ಲಿಸುವುದು			
ಟೆಂಡರ್ ಫಾರಂ ನೀಡುವ ದಿನಾಂಕ:19/06/2009			
ಟೆಂಡರ್ ಫಾರಂ ಸಲ್ಲಿಸಲು ಅಂತಿಮ ದಿನಾಂಕ:22/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ			

ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ಕೆಳ ಸಹಿದಾರರಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ/ಕಛೇರಿ ವೆಬ್‌ಸೈಟ್‌ನಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

ಅಧ್ಯಕ್ಷರು

ನಗರಸಭೆ, ಹರಿಹರ

ಪೌರಾಯುಕ್ತರು

ನಗರಸಭೆ, ಹರಿಹರ

Instructions to Bidders

1. ULB intends to adopt a single stage bidding process for selection of the Successful Bidder to provide Data Entry Operator services for day to day office work of the ULB (“the Project”). In this regard, the detailed scope of work is set out in Appendix A.
2. ULB invites Proposals from interested parties for the Project in order to identify the Successful Bidder. The Proposals would be evaluated on the basis of the criteria set out in this RFP Document.
3. Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal for the Project will be disqualified.
4. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
5. At any time prior to the Proposal Due Date, ULB may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda.
6. The Proposal shall remain valid for a period not less than six calendar months from the Proposal Due Date 22/06/2009. ULB reserves the right to reject any Proposal, which does not meet this requirement.
7. **Earnest Money Deposit (EMD)**
 - 7.1 Each Proposal shall be accompanied by EMD of Rs. 10000/- [*Rs. Ten thousand only*]
 - 7.2 The EMD shall be in the form of a crossed demand draft / banker’s cheque drawn in favour of Municipal Commissioner , CMC , Harihar on any scheduled bank, payable at Harihar.
 - 7.3 The EMD of every unsuccessful Bidder would be returned within a period of eight weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder would be converted into Performance Security and will be released after completion of the Contract Period.
8. **Format and Signing of Proposal**
 - 8.1 The Bidder would provide all the information as per this RFP. ULB would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Qualification Criteria

- a. Covering letter in the format set out in Appendix B
- b. Details of the Bidder in the format set out in Appendix C
- c. Technical proposal in format set out in Appendix D (From D-1 to D3)
- d. Proof of Purchase of the RFP Document
- e. RFP and draft agreement issued by the ULB in original "QUALIFICATION CRITERIA" cover only. The Bidder shall duly sign all the sheets of the RFP and the draft agreement
- f. EMD in original "QUALIFICATION CRITERIA" cover only

B. Financial Offer

- a. Financial proposal in the "Original & Copy" of Appendix E furnished with RFP document

8.2 The bidder shall prepare one (1) original and one (1) copy of the Qualification Criteria and the Financial Offer. The bidder shall seal the original Qualification Criteria and the original Financial Offer in two separate envelopes, which shall be marked as "QUALIFICATION CRITERIA" and "FINANCIAL OFFER". These two envelopes shall then be sealed in a single outer envelope and clearly marked as "ORIGINAL".

8.3 Similarly, the copy of the Qualification Criteria and the copy of the Financial Offer shall be sealed in two separate envelopes duly marked as "QUALIFICATION CRITERIA" and "FINANCIAL OFFER". These two envelopes shall then be sealed in a single outer envelope and clearly marked as "COPY".

8.4 The envelopes marked as 'ORIGINAL' and 'COPY' shall then be sealed in a single outer envelope.

8.5 In the event of any discrepancy between the original and the copy, the original shall prevail.

8.6 The Proposal, both the original and the copy shall be typed or written in indelible ink and each page shall be initialled by an authorised signatory of the Bidder or an Individual, as applicable. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

9. Sealing and Marking of Proposal

9.1 Each of the envelopes, both outer and inner, must be super-scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers
- c. "Proposal for the Project": *[Insert the Tender Notification Number]*
- d. TO BE OPENED IN THE PRESENCE OF TENDER EVALUATION COMMITTEE ONLY

9.3 If the envelope is not sealed and marked as instructed above, ULB assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of ULB, be rejected.

10. Proposal Due Date

10.1 Proposals should be submitted before 4:00 pm on 22/06/2009, in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be accepted.

10.2 ULB may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

11. Opening of Proposals and Clarifications

11.1 ULB would open the Proposals on any earliest convenient working day after the Proposal Due Date for the purpose of evaluation.

11.2 ULB reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

11.3 facilitate evaluation of Proposals, ULB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

12. Evaluation

12.1 The criteria for eligibility shall be based on “Technical Proposal” as set out in Appendix-D (from D-1 to D-2).

12.2 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document

12.3 The Proposal would be considered to be responsive if it meets the following conditions:

- a. it is received /deemed to be received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
- c. it contains all the information and documents as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it mentions the validity period as set out in Clause 6.
- f. it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by ULB without communication with the Bidder). ULB reserves the right to determine whether the information has been provided in reasonable detail.

- g. there are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
- ii. which limits in any substantial way, inconsistent with the RFP, ULB's rights or the Bidder's obligations under the Agreement, or
- iii. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

- 12.4 The responsive technical proposals shall be evaluated as per the criteria set out in Appendix D.
- 12.5 The format for quoting the Financial Offer is set out in Appendix E.
- 12.6 The Financial Offers of only the bidders, who's technical proposals are accepted, would be opened.
- 12.7 The Bidder making the lowest Financial Offer would be declared as the Preferred Bidder. ULB may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 12.8 In case there are two or more Bidders quoting the same lowest Financial Offer, ULB may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of ULB.
- 12.9 ULB reserves the right to reject any Proposal, if:
 - a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 13. In the event of acceptance of the Preferred Bidder with or without negotiations, ULB shall declare the Preferred Bidder as the Successful Bidder. ULB will notify the Successful Bidder through a Letter of Award (LoA) that its Proposal has been accepted.
- 14. The Successful Bidder shall execute the Agreement with the Municipal commissioner within 7 days of the issue of LoA within such further time as ULB may agree to in its sole discretion.

15. Failure of the Successful Bidder to comply with the requirements of Clause 14 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, ULB reserves the right to
 - a. either invite the next lowest Bidder for negotiations
 - or
 - b. take any such measures as may be deemed fit in the sole discretion of ULB, including annulment of the bidding process.

16. Notwithstanding anything contained in this RFP, ULB reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

Scope of Work

Providing DATA ENTRY OPERATOR Services for the day to day office work of the Urban Local Body and Driver for front end loader with back hoe and tractors.

1.0 Background

ULB requires experienced and qualified Data Entry Operators for attending data entry works at *the office of CMC, Harihar*. The procured Data Entry Operators services will be used in this regard.

The work will be allotted to the Data Entry Operators on day to day basis. The work could be in spurts when more Data Entry Operators may be required and on some days lesser number of Data Entry Operators may be required. On some days there may not be any data entry work.

2.0 Required Qualifications and Skills:

2.1 Data entry operators:

The Data Entry Operators should have minimum qualification of PUC / Graduation and very good knowledge in Kannada and English.

The Data Entry Operators should have very good knowledge of computers and proficiency in MS office tools viz. Word, Excel, Power Point, Outlook and Access.

The Data Entry Operators should have very good knowledge about internet viz. browsing, mail management etc.

The Data Entry Operators should possess skills of Kannada and English typing with a minimum typing speed of sixty words per minute and should have passed junior typing exam and or Kannada junior shorthand.

2.2 Drivers

The drivers should have minimum qualification of SSLC/PUC, with good writing skills in kannada.

Drivers should possess Heavy vehicle driving licence(for tractors/ front end loader with back hoe from RTO

3.0 Tasks.

Data entry operators:

The Computer Service Provider shall provide average of 24 man-hours of Data Entry Operator service per day. It could not be possible to give 24 man-hours work every day by the ULB, however, average man-hours per month is expected to be 24 man-hours per day.

The Data Entry Operators to work as per the directions of the ULB or the Officials to whom they have been allotted.

The Data Entry Operators shall work as per the office hours (9.00 am to 6.30 pm)and if required they shall work extra times and on holidays as per the directions of the

ULB or the Officials. For additional work (calculated on man hour basis) payment will be extra.

The Data Entry Operators shall maintain a work dairy duly indicating the works attended by them during the month and shall submit it to Administrative Section after getting the same certified from the concerned official to whom they are allotted.

Drivers:

The drivers shall provide average of 24 man hours of service per day. From 6.00 am to 5.00 pm. The drivers shall maintain log book of day to day works carried out by them.

Appendix B

Covering Letter

(On the Letter-head of the Bidders)

Date:

To: Municipal Commissioner, CMC, harihar

Sub: Providing Data Entry Operator/Driver services for the Urban Local Body-
regarding

Ref: Your Notification No: _____ dated _____

Sir/Madam,

Being duly authorised to represent and act on behalf of _____ (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (*Name of Bidder*) for the Project in **one (1) original** and **one (1) DUPLICATE**, with the details as per the requirements of the RFP, for your evaluation.

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 hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We confirm that our Proposal is valid for a period of six calendar months from (*insert Proposal Due Date*).

Yours faithfully,

For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)*

Appendix C

Details of Bidder

(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Brief description of the Bidder's main lines of business.

3. Details of individual(s) who will serve as the point of contact / communication for ULB with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Appendix-D

Technical Proposal Form D-1
(On the Letter head of Bidder)

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS

1. Brief Description of the Firm/Organisation
2. Outline of recent experience on assignments of similar nature (Provide documents supporting the claim)

Sl. No	Name of assignment	Owner or sponsoring authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed (proof to be provided)
1	2	3	4	5	6	7

Appendix-D

Technical Proposal Form D-2
(On the Letter head of Bidder)

Composition of the proposed deployment of Data Entry Operators for the assignment.

1. Data Entry Operator Operators / Staff:

Sl. No.	Name	Position	Task Assignment
A. Full Time Basis			
1			
2			
3			
B. Leave absent replacements			
1			
2			

2. Drivers:

Sl. No.	Name	Position	Task Assignment
A. Full Time Basis			
1			
2			
3			
B. Leave absent replacements			
1			
2			

Appendix-D

Technical Proposal Form D-3

SUGGESTED FORMAT OF CURRICULUM VITAE
FOR THE DATA ENTRY OPERATORS/DRIVERS

1. Name: _____
2. Profession/

Present Designation: _____
3. Years with Firm/Organization: _____ Nationality: _____
4. Area of Specialization: _____
5. Proposed Position on Team: _____
6. **Key Qualifications:**
(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team.)
7. **Education:**
(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)
8. **Experience:**
(Under this heading, list all positions held by staff member, giving dates, names of employing organization, title of positions held and location of assignments. Use up to three quarters of a page.)
9. **Languages:**
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature

Date:

Appendix E

Financial Offer for the Project

ORIGINAL

Date:

The Commissioner
[Insert address of ULB]

Sir,

Sub: Providing Data Entry Operator/Driver services for the Urban Local Body-
regarding

Ref: Your Notification No: _____ dated _____

-o-

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by ULB in the RFP, we are pleased to inform that we would charge as below for execution of the works envisaged under the Scope of Work indicated in this RFP document.

Items	Unit	Value (Rupees)	
		In Figures	In words
Providing Data Entry Operators	One Man hour		
Providing Data Entry Operators	One Man hour		

NOTE: All the rates quoted shall include the total expenditure inclusive of taxes if any. Service tax if any, also should be included in quoted rate itself.

We have reviewed all the terms and conditions of the Request for Proposal including the Draft Agreement and would undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,
For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Signature of the Issuing Authority

Municipal Commissioner
CMC, Harihar

Appendix E
Financial Offer for the Project

COPY

Date:

Municipal Commissioner
CMC, Harihar

Sir,

Sub: Providing Data Entry Operator services for the Urban Local Body- regarding
Ref: Your Notification No: _____ dated _____

-0-

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by ULB in the RFP, we are pleased to inform that we would charge as below for execution of the works envisaged under the Scope of Work indicated in this RFP document.

Items	Unit	Value (Rupees)	
		In Figures	In words
Providing Data Entry Operators	One Man hour		

NOTE: All the rates quoted shall include the total expenditure inclusive of taxes if any. Service tax if any, also should be included in quoted rate itself.

We have reviewed all the terms and conditions of the Request for Proposal including the Draft Agreement and would undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,
For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)*

Signature of the Issuing Authority

Municipal Commissioner
CMC, Harihar

DRAFT AGREEMENT

This **AGREEMENT** entered into on this the *[Insert date]* day of *[Insert Month]*, Two Thousand and *[Insert Year]* at *[Insert Place]*; for a period of one year.

BETWEEN

[Insert name and address of ULB] acting through *[Insert name]*¹, *[Insert name and address of ULB]*, (hereinafter referred to as “**ULB**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns); OF THE ONE PART

AND

[Insert name and registered office address of the selected bidder], (hereinafter referred to as “**Computer Service Provider (CSP)**” which expression shall unless excluded by or repugnant to the context, be deemed to include its permitted successors and permitted assigns), OF THE OTHER PART

WHEREAS:

- A. ULB required Data Entry Operator services for day to day office work of the ULB.
- B. The ULB invited competitive proposals from eligible bidders for providing Data Entry Operator services for the work (hereinafter referred to as “**the Project**”).
- C. In response thereto, the ULB has received proposals from several bidders and after evaluation thereof, has accepted the proposal submitted by the CSP.
- D. ULB hereby grants and authorises the CSP to implement the Project in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

OBLIGATIONS OF THE CSP

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the CSP shall have the following obligations:

1.1 Performance Security

¹Commissioner / Chief Officer etc.

-
- a. The EMD of Rs. 10,000/- (Rupees ten thousand only) provided by the CSP while tendering for the work would be retained with ULB as "**Performance Security**", for due and punctual performance of its obligations relating to the Project.
 - b. The Performance Security shall be kept with ULB for the contract period and returned after satisfactory completion of the Project.

1.2 Data Entry Operator Services for ULB:

- a. The services to be performed by the CSP, the estimated time to be spent, and the reports to be submitted shall be as per the RFP document and shall also include following;
 - i. The Computer Service Provider should be able to provide average of 48 man-hours of Data Entry Operator service per day. It may not be possible to give 48 man-hours work every day by the ULB, however, averaged over a month it is expected to be 48 man-hours per day.
 - ii. The Data Entry Operators will have to work as per the directions of the ULB or the Officials to whom they have been allotted.
 - iii. The Data Entry Operators shall work as per the office hours and if required they shall work extra times and on holidays if required as per the directions of the ULB or the Officials. Additional payments will be made for the extra work done.
 - iv. The Data Entry Operators shall maintain a work diary duly indicating the works attended by them during the month and shall submit it to Administrative Section after getting the same certified from the concerned official.
- b. undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
- c. will be responsible for appropriate insurance coverage. In this regard, the CSP shall maintain workers compensation, employment liability, and insurance for their staff on the assignment. They shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the CSP or its staff. The CSP shall provide the *[Insert Name]* with certification thereof upon request.
- d. shall indemnify and hold harmless the *[Insert Name]* against any and all claims, demands, and/or judgments of any nature brought against the *[Insert Name]*

arising out of the services by the CSP under this Agreement. The obligation under this Para shall survive the termination of this Agreement.

- e. shall pay the taxes, duties fees, levies and other impositions levied under the applicable Law and the *[Insert Name]* shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.
- f. There shall be no employer and employee relation between Data Entry Operators and the ULB.
- g. All the payments due for the work done by the Data Entry Operator will be paid to CSP and CSP will pay the salaries of Data Entry Operators.
- h. non performing and indiscipline Data Entry Operators will be sent back and suitable alternatives will have to be provided by CSP.
- i. also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person what so ever.

1.3 Contract Period

- a. The Contract period shall be for one year.
- b. However, it is extendable for two more years (one year at a time only) if the work is found to be satisfactory by the Data Entry Team.
- c. Enhancement of 10% on the previous year value / payment shall be paid for the extended period.
- d. The available Performance Security shall be retained for the extended periods.

ARTICLE 2

THE ULB's OBLIGATIONS

- 2.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the ULB shall have the following obligations:
 - a. ULB will provide computers, printers and other infrastructures and stationeries required for the day to day work.
 - b. The Head Quarters Assistant (HQA) of ULB will supervise the work of Data Entry Operators and certifies the work done by the operators.

ARTICLE 3

PAYMENT TERMS

3.1 Payment of service fee

- a. Subject to the provisions of this Agreement and in consideration of the CSP undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the ULB agrees and undertakes to pay to the CSP agreed Lump Sum Service Fee [Insert amount in figure and words} per month.
- b. The Head Quarters (Assistant) of ULB should certify the work done and with recommendations for release of payment.
- c. The payment shall be released during the first week of every month for the work done during preceding month
- d. The above payments shall be made on submission of the stamped pre-receipted bills by the CSP in quadruplicate along with the status dairy of the Data Entry Operators for the month.
- e. All payments to the CSP shall be made by way of account payee cheque drawn in favour of the CSP, and payable at [*insert place of ULB*].

ARTICLE 4

DISPUTE RESOLUTION

4.1 Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

- 4.2** In case of any dispute not amicably settled, the matter to be refer to be Secretary (M & UDAs), Government of Karnataka, Multi Storied Buildings, Bangalore 560 001 whose decision shall be final and binding on both sides.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of THE ULB by

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of the CSP by:

In the presence of.

1)

2)