



KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

(A GOVERNMENT OF KARNATAKA UNDERTAKING)

TENDER DOCUMENT FOR

HIRING OF SERVICE PROFESIONALS FOR KREDL

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

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

(A Government of Karnataka Undertaking)

No. 39, Shanthi Gruha, Bharath Scouts & Guides Building,
Palace Road, **BANGALORE – 560 001**
Ph: 22208109/22207851 Fax: 22257399

KRED.02.HSP.747/2018

Date:

SHORT TERM e-TENDER NOTIFICATION

Karnataka Renewable Energy Development Limited is inviting on line e-tendering under two cover system, from reputed manpower supply agencies, registered in Karnataka State (the State), who have adequate financial resources and past experience for providing personal of various categories to the Company, for the period of Two years.

1. The details and approximate number of employees required is at Annexure-II.
2. Amount put to Tender (As per Schedule-A) : --
3. EMD - : **Rs.5,00,000/-**
4. The participating bidders will have to pay Earnest Money Deposit (EMD) of Rs.5,00,000/- to be paid through e-Procurement portal through any 04 modes i.e. Credit Card, Internet Bank using Debit card, NEFT, OTC.
5. The bidder can view the tender details from the website <http://eproc.karnataka.gov.in>. For further information, please contact help desk phone number : 080-25501216/25501227 of e-procurement department. Or KREDL Toll free helpline - 180042522555
6. The Soft copies of the Bid documents consisting of qualification information and eligibility criteria of bidders, scope of the service to be provided, terms & conditions of contract to be complied with by the agency can be downloaded by the bidders registered with e-procurement for e-Tendering on furnishing necessary details in the website.
7. Both the Technical & Financial Bidding is through e-tendering only. The bidders shall upload all the documents as per PQR for technical evaluation (technical bid) along with EMD details and the financial bids for financial evaluation through online only.
8. Bids will be opened / downloaded on the dates mentioned below at KREDL, Bangalore. Technical/Financial bids can also be viewed/down loaded from web site <http://eproc.karnataka.gov.in>

Calendar of events:

a)	Closing date for uploading the technical/financial bids	24.09.2018 up to 16.00 Hrs
b)	Pre-bid Meeting	11.09.2018 @ 12.00 Hrs
b)	Opening of technical bids	27.09.2018 @ 11.00 Hrs
c)	Opening of financial bids	To be Intimated later

Remarks: If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Other details can be seen in the bidding documents.

--Sd--

Assistant General Manager - Accounts

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

PART-I

Tenders under two cover system duly uploaded by the registered manpower supply Agencies will be received by the Managing Director, KREDL, for the following:

1. Nature of Service: HIRING OF SERVICE PROFESIONALS FOR KREDL
2. Amount put to Tender (As per Schedule-A) : -
3. EMD : Rs.5,00,000/-
4. The bidders can view the tender details from the Website <http://eproc.karnataka.gov.in>. For further information, please contact phone No.080-22208109 / 22207851 Or KREDL helpline – 080-2228225 or contact e-procurement helpdesk – 080-25501216 / 25501227 or e-mail to hphelpdesk.blr@intarvo.com (Support timings: 9.00 am to 9.00 pm all working days).
5. Tender documents shall be uploaded on line at e-Procurement portal only, Hard copy is not acceptable.
6. The participating bidders will have to pay Earnest Money Deposit of Rs.5,00,000/- (Rupees sixty thousand only) to be paid through e-Procurement portal through any 04 modes i.e.
 - i. Credit Card
 - ii. Direct Debit (Axis Bank Account holders)
 - iii. National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS)
 - iv. Over-the-Counter (OTC) remittance at Axis Bank designated branches
7. The validity of the offer shall remain open for a period of **ninety** days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender which are not acceptable to the Company, then the Company shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
8. Uploaded tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of various category personnel to be deployed to the Company.
9. Tenders not submitted in the prescribed form will be rejected. Tenders, which propose any alterations in the service specified or containing other conditions of any sort, will be rejected. Tenders will be opened/downloaded in the presence of tenderers or their duly authorized representatives, on the date & time specified herein.
10. The tenderer shall abide by the provisions of Employees Provident Fund & Miscellaneous Provisions Act & Rules there under, ESI Act, the Contract Labour (R&A) Act, Workmen's Compensation Act. etc., enroll eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.

- 11. Security Deposit:** (Bank Guarantee) The successful Agency should pay Security Deposit equivalent to 5% of the value of the contract amount put to tender for due performance of the contract.
- 12.** The successful agency is liable to comply with all laws applicable, including labour laws, more particularly it shall pay compensation to its workmen for any injury caused during the course of employment as per the “Workmen’s Compensation Act” in force, failing which, the Company may deduct the compensation amount at its discretion from bills and paid to the injured person.
- 13.** The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 30 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
- 14.** Applicable taxes, as per the rules in force will be deducted from the bills payable to the agency.
- 15.** Final acceptance of the tender rests with the Managing Director, KREDL, who reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 16.** Rejected Bidder’s EMD shall be refunded to their respective bank account numbers through online.

I. **PRE-QUALIFICATION REQUIREMENTS OF AGENCIES / ELIGIBILITY CRITERIA**

- (a) The agency should have provided earlier, similar services by deploying at least 200 Highly skilled, Semiskilled, Unskilled, personnel having business units at more than one location in the state continuously for one year, out of the last two preceding financial years and should have rendered service satisfactorily. (Documentary proof along with certificate of satisfactory service issued by the previous employers should be uploaded). The Company will verify the documents with the concerned wherever necessary. However documents like Service agreements, Work Orders/any other documents with incomplete details, will not be considered for the purpose.
- (b) The annual turn over of the Agency should not be less than 5.00 Crore in any one of the last 3 financial years (i.e. for the year 2014-15, 2015-16 and 2016-17). The agency should submit proof in this regard by way of Annual Statement of Accounts i.e. Balance Sheet and Profit and Loss A/c, (includes Income & Expenditure, Receipts and Payment Account instead of P&L A/c), audited and certified by a Chartered Accountant (*The documents like self certification of turnover, certification of CA in any other mode other than P&L A/c and Balance Sheet, income statement prepared for filing IT etc. will not be considered*).
- (c) The agency should have the following Registration and other certificates & shall upload copies of certification along with the technical bid:
- i) Incorporation Certificate issued by ROC.
 - ii) Registration Certificate of the establishment from Government of Karnataka, Department of labour.
 - iii) Labour Contract Registration Certificate/Letter as per Contract Labour (Regulation and Abolition Act, 1970) issued by Competent Authority.
 - iv) Registration Certificate under Employees State Insurance Act (ESI ACT) - Statement of half yearly & yearly returns submitted to ESI authorities for each employees.
 - v) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration). - Statement of yearly returns submitted to PF authorities for each employees.
 - vi) Goods and Service Tax Registration Certificate.
 - vii) Certificate of Registration under Profession Tax issued by Commercial Tax Officer, Govt. of Karnataka.
 - viii) Copy of the PAN card of the agency.
 - ix) Solvency Certificate for Rs. 200.00 lakhs (Rs.2 Crores) issued by any nationalized/scheduled bank for the subject work.
 - x) ISO 9001-2015 Registration Certificate.
 - xi) Contributions made to Karnataka Labour Welfare Fund as per Karnataka Labour Welfare Fund Act, 1965
 - xii) Any other registrations required as per the existing laws relating to providing manpower services.
- (Copies of certificates should be uploaded)

- (d) **Agencies whose contracts have been terminated/ foreclosed by any State Government/Central Government/PSUs during last 5 years due to non-fulfillment of contractual obligations are not eligible to bid. The agency should clearly specify and submit declaration letter in writing separately stating that they do not fall under this category.**
- (e) **The participating bidders will have to pay Earnest Money Deposit (EMD) of Rs.5,00,000/- to be paid through e-procurement portal through any 4 modes i.e. Credit Card, Internet Bank, NEFT, OTC. The interested agencies may participate by due registration.**

The agency shall submit a checklist with details of documents on which reliance has to be laid by the Company to ensure fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the 1(a) to 1(e) above.

II. GENERAL INFORMATION

1. The bidders can view the tender details from the website <http://eproc.karnataka.gov.in>
2. The technical and financial bids are to be uploaded within the prescribed time limits on the respective dates as detailed in the calendar of events.
3. Tenders shall be valid for 90 days from the date of opening of second cover (Financial Bids).
4. The bidders should strictly adhere to the conditions in the tender. Any deviations of tender conditions will lead to rejection of the bid.
5. Conditional tenders are liable for rejection.
6. Tenders without or insufficient amount of EMD will be rejected.
7. The successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees Two hundred only) with prescribed terms and conditions as at Format III.
8. Security deposit as prescribed in the contract document will be collected at the time of entering into agreement.
9. Intending tenderers can have detailed information from the office during working hours on working days.
10. The Company reserves the right to reject any or all tenders without assigning any reason. The Managing Director reserves the right to include additional conditions if necessary while execution of agreement.
11. **The Agencies shall submit their quotes of service charges for each category of person as detailed in Annexure – 1.** The rates of wages are fixed by the Company at Annexure – 1 is to be paid by the Agency to employees on 1st of every month. If the office happens to be closed on the date of specified, the payments are to be made on the next working day.
12. The duration of the contract is for 24 months, extendable for any other period by mutual consent with same terms & conditions of the Agreement executed. However, the contract can be terminated by either party on three month's written notice.
13. The Financial Bids of the agencies, which do not meet the pre-qualifying requirements [Technical Bids], will not be considered.
14. KREDL shall show cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.
15. The second cover containing financial bids of the qualified bidders only will be opened in the presence of available qualified bidders or duly authorized representatives, on the date and time to be intimated to them separately.

III. DEFINITIONS AND INTERPRETATIONS:

1. The “Company” means KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL).
2. “The Employer” means the Managing Director of KREDL which expression shall mean his executors, assignees and administrators.
3. The expression “service”, “job” or “duty” used in the conditions shall mean that providing employees, required to be rendered by the Agency.
4. The “Agency/Contractor” means the Agency/s to whom the contract of providing various categories of employees is awarded.
5. “Notice in Writing” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/registered post to the declared business address of the Agency.
6. “Deficiency in service” means, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel who are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the personnel deployed either to the Company or to the government agencies, failure to submit/file statutory returns as per the requirement of the applicable laws, violation of any of the condition in the contract agreement.
7. “Premises of Company” means the corporate office of the Company situated at No. 39 Shanthi Gruha, Bharath Scouts and Guides Building, Palace Road, Bangalore -560001 and premises of the Regional Offices situated at Hubli and Gulbarga and proposed Regional Offices/Branches all over Karnataka. Wherever in this contract the words “Directed”, “Required”, “Ordered”, “Desired” “Considered”, “Necessary”, or like words are used, it shall be understood that the directions, requirements, permissions, orders, etc. of the Managing Director or other authorized officers of the Company, as the case may be.
8. A “Contract” means the conditions of contract, the tender, the letter of acceptance, the contract agreement and etc.,
9. ‘Tender’ means the Agency/Contractors priced offer to the employer for deploying persons and control over them in the place assigned.
10. ‘Letter of acceptance’ means the formal acceptance of the tender by employer.
11. ‘Contract Agreement’ means the contract agreement (if any) in the form agreed between the parties to record the contract.

IV. GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING VARIOUS EMPLOYEES

1. The successful tenderer is bound to deploy the required number of persons to the specified places. **The strength may increase or decrease according to the requirement.**
2. The Contractor shall make the payment of wages/salaries to all employees deployed and remit all statutory deductions like ESI/PF to the designated authorities along with the Agency's contribution as per law, wherever applicable.
3. The Agency shall disburse the wages to its personnel deployed on 1st of every month as fixed by the Company at Annexure – 1. If the office happens to be closed on the date of specified, the payments are to be made on the next working day. The agency shall further agree that it would make timely payment of wages to its employees without unauthorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF/ESI etc., in respect of employees deployed under this contract. If it fails to do so, it will be a breach of contract and the Company at its discretion can cancel the contract. The agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
4. The Agency shall have well qualified Field Officer to ensure that the service is provided in accordance with the conditions agreed to and verification and certification of attendance of the staff provided by the agency.
5. The Company will not be responsible for any un-authorized acts of the Employees provided by agency and for any damage/injury sustained by such employees in the course of their work/duty the same will be made good by the agency.
6. **The Agency shall submit the PF & ESI remittance challans of the employee wise deployed under this contract separately with specific remittance details of PF & ESI contributions to the statutory authorities.** However, if any place where the services provided by the agency are not covered under ESI, the agency shall obtain insurance cover under Workmen's Compensation Act, 1923 for the personnel so deployed under intimation to the Company.
7. The agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, age, wage rate, amount of PF both employer & employee, the amount of ESI both employer & employee as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly receipted by the appointee to the concerned officer for reference and records of THE COMPANY.
8. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed within a period of one month.
9. The agency shall provide uniforms to its employees provided under Attendant / Group D, Drivers and Security Category with the agency's Logo & Name.
10. The agency shall maintain proper record pertaining to the employees deployed including the wage slip, disbursement of wages, remittances of statutory payments to the various statutory authorities and present the same to the Company/Officers of the concerned authorities whenever called for.

11. The agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed employees and shall be made available for inspection by the officer of the Company, officials of Labour department as and when so required. The rates agreed to are inclusive of all Labour, Materials, Equipment, Transport, etc required to render the assigned duties.
12. Whenever the Agency fails to provide employees as requisitioned by the Company, it shall be lawful for the Company to have the service departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.
13. The agency shall deploy employees who should at least possess minimum educational qualification prescribed in Annexure – II and should be able to read and write not only in local language Kannada but also in English and shall have experience in Central/State/Reputed Private/Public Organizations in similar services. If any personnel employed by the Agency are considered undesirable by the Company, it shall be the responsibility of the agency to remove the said person or persons from the work. Such persons can not be re-deployed by the agency for any other work of the Company without the specific permission of the Company.
14. The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the contractor concerned.
15. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Company in all such matters shall be final and binding on the Agency.
16. The Company shall not be held responsible or called upon to make good any losses/costs incurred by the Agency.
17. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Company.
18. The Company, including the authorized officers of the Company, shall have the power to issue notice in writing and to instruct/direct the agency to make alterations/variations in the assigned work/change the deployed staff.
19. The agency shall obey all relevant Central, State and Local Regulations and enactments pertaining to contract workmen and Labour. The Managing Director of the Company shall have the right to inquire into and decide all complaints on such matters.
20. All compensations or other sums of moneys payable by the Agency to the Company under the terms of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Agency by the Company on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction, the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
21. If the Agency fails to provide the employees services satisfactorily during the currency of the contract, the Company shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred by the Company due to such failure on the part of the Contractor shall be recovered from the Agency.

22. The antecedents of the staff engaged by the Agency for deployment should be verified through local police or by any other Government Agency and shall be responsible for the good conduct of its staff while on duty as well as off duty in Company's premises and the staff shall behave like responsible persons at all times. The staff should not be found developing familiarity with the employees of the Company.
23. The agency will be held responsible for all the acts of the employees provided by agency with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the agency shall undertake to compensate the losses arising from such acts of the personnel to all the concerned including THE COMPANY.
24. The successful agency shall provide the employees as and when requisitioned by the authorized officer of the Company. The request will normally be in writing. Failure to comply with the request will entail recovery of the cost of providing such service as worked out by the Company. The successful bidder shall deploy full contingent of employees as and when ordered and within such time as may be decided by the Company /Authorized Officer, failing which penalty at double the agreed rate per day will be levied per person not deployed during the first 10 days, thereafter, the penalty at 04 times of the rate agreed per day per person for actual number of days of default.

25. **BREACH OF TERMS OF CONTRACT**

The following acts on the part of the agency will constitute breach of contract:

- Failure to deploy the required number of employees within the prescribed time limit
- Failure to submit PF,ESI, Salary & other statutory remittances in respect of any of the employees deployed by the agency at the prescribed rate within the prescribed time limit
- Failure to submit the relevant documents/registers pertaining to the Employees deployed under the contract for inspection either to the statutory authorities or to THE COMPANY when such request is made.
- Deficiency in service, like not replacing the persons in place of absentees, underperformers, persons suspected of carrying out fraudulent transactions etc., whenever such requests are made by the Company

It is open to the Company to initiate the following penal actions against the agency on breach of any of the above terms

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
- b) On the second instance to impose a penalty to the extent of damages caused or at least of Rs.25,000/-.
- c) On the third instance to impose penalty to the extent of damages caused or at least of Rs.50,000/- or /and to terminate the contract and black list the agency.
- d) This does not preclude the Company from necessary directly attributable losses on account of the actions of the employee of an agency from any available legal options including forfeiture of security deposit.

26. The Successful agency shall have an established office in Bangalore. The agency shall furnish the address of such office with particulars of Telephone Number & details of contact person before entering into Agreement. The Company reserves the right to inspect/check the particulars so furnished.
27. The personnel deployed under this contract shall have good personality and should be presentable and pleasant in their manners. They should be able to identify the important officers of the Company. The age of the employees posted by the agency shall not exceed 40 Years, however, in case of ex-servicemen, the upper age limit age is 50 years. The employees deployed should be properly briefed by the agency regarding the activities of the Company and the scope of service expected from them and the same shall be checked periodically if need be, with occasional visits by the senior officers of the Agency for their effective functioning.
28. It is the responsibility of the agency to thoroughly check the antecedents of the Employees deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty. The persons deployed should maintain peaceful co-ordination with the employees of Company while working with them.

29. REPLACEMENT:

The agency shall provide replacement for the person who is found unsuitable/remains absent, in the event of sickness etc at its own cost.

29. DURATION AND TERMINATION OF CONTRACT:

The duration of the contract is for a period of 24 months, extendable for a further period of 12 months or any other period by mutual consent. However, the contract can be terminated by either party on three month's written notice.

30. PREMATURE TERMINATION OF THE CONTRACT:

If the services of the personnel deployed by the Agency found not satisfactory and if any one of the conditions of the contract agreement is violated, the Company reserves the right to terminate the contract prematurely without assigning any reason therefore. In case of any dispute the jurisdiction of the court shall be at Bangalore.

31. SCOPE OF SERVICE

Karnataka Renewable Energy Development Limited is outsourcing various categories of service professionals through the agency for its Premises, Registered Office and other offices situated in the state of Karnataka. This tender is for selecting agency for providing personnel of various categories on outsourcing basis. A statement showing employees required is attached to the tender documents as **Annexure-II** for the information of the bidders. **It is expected that the requirement of number of employees may vary from time to time.** The agency should carefully examine the risks and responsibilities involved and offer the rates. Once the rates are accepted, the Company will make payments to the agency at the same rate and will not entertain any other claim of the agency for any reason of whatsoever. The Bidder should offer the service charges and the applicable tax. The wages are fixed by the Company. The revision in statutory payments such as PF and ESI will be paid by the Company as amended by appropriate authority from time to time. **The tenderer should quote rates of Service Charges for each category of person as detailed in Annexure – 1.**

32. SECURITY DEPOSIT/PERORMANCE SECURITY

The Agency shall deposit an amount equivalent to 5% of contract amount as security deposit/performance security in the form of Bank Guarantee/Deposit at the time of entering into agreement. The same shall be refunded to the Agency after successful completion of service contract assignment.

33. The Company agrees to make payment to the Agency against monthly service bills claimed after disbursement of wages and statutory payments, provided the same is correct in all respects, within 15 days from the date of submission of bill by the Agency.
34. In case any dispute or difference arises between the Company or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Managing Director, whose decision will be final.
35. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the Company shall be final and binding on the Agency.
36. The Company reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide employees on the same terms and conditions of the contract during the extended period in the event of any extension given.
37. If any loss or damage is caused to the Company by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Company shall be entitled to recover the same from the Agency.
38. The arrangement between the agency and the Company is on Principal to Principal basis and neither of them shall be treated as the agent of the other.
39. The Agency shall be responsible for and shall pay the expenses for providing medical aid to any person who may suffer a bodily injury as a result of any accident, any causality or Death. If such expenses are incurred by the Company. The same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other mode of recovery from any amount due or that may become due to the contractor.

Annexure – 1

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

SL No.	Category	Pay Rs.	PF Employer Contribution @ 13.36% Rs.	ESI Employer Contribution @ 4.75% of Basic Rs.	Total Rs.	PF Employees Contribution @12% Rs.	ESI Employees Contribution @ 1.75% Rs.	Total Deductions Rs.	Net Amount Payable to Employees Rs.	Service Charges Rs.	GST Rs.	Bill Amount Per Person Rs.
1	2	3	4	5	6 (3+4+5)	7	8	9 (7 + 8)	10 (3 - 9)	11	12	13 (6+11+12)
1	Engineering Post Graduate Employees	23200	3100	1102	27402	2784	406	3190	20010			
2	Engineering Graduate Employees	19800	2645	941	23386	2376	347	2723	17078			
3	Non Technical Post Graduates	19800	2645	941	23386	2376	347	2723	17078			
4	Engineering Diploma Employees	15100	2017	717	17835	1812	264	2076	13024			
5	Steno	15100	2017	717	17835	1812	264	2076	13024			
6	Graduate Employees	15100	2017	717	17835	1812	264	2076	13024			
7	ITI Employees	13429.4	1794	638	15861	1612	235	1847	11583			
8	SDA/Clerks	13429.4	1794	638	15861	1612	235	1847	11583			
9	Drivers	13429.4	1794	638	15861	1612	235	1847	11583			
10	Attendant / Group D	12270.6	1639	583	14493	1472	215	1687	10583			
11	Security	12270.6	1639	583	14493	1472	215	1687	10583			
12	Cleaners	12270.6	1639	583	14493	1472	215	1687	10583			
Total Amount Rs.												

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

SL No.	Category	No.s*	Educational Qualifications
1	2	3	4
1	Engineering Post Graduate Employees	3	Post Graduation in Engineering / Technology along with Graduation in Engineering / Technology
2	Engineering Graduate Employees	16	Graduation in Engineering / Technology along with Graduation in Engineering / Technology
3	Post Graduates - Non Technical	3	Post Graduation in Commerce/Administration/Computer Application etc.
4	Engineering Diploma Employees	1	Three Year Diploma Certificate holders in Engineering / Technology.
5	Steno	4	Should possess senior typewriting and stenography in Kannada and English, be proficient in taking dictation in shorthand. Capable of using word processing and other office software for computer applications.
6	Graduate Employees	12	Graduates in any discipline of a recognized university.
7	ITI Employees	3	ITI Certificate holders in Mechanic / Electrical / other subjects/JOC holders
8	SDA/Clerks	4	Pass in PUC
9	Drivers	5	Higher Primary School. Should possess valid driving license for the Heavy Transport Vehicles and Light Motor Vehicles.
10	Attendant / Group D	9	Higher Primary School.
11	Security	4	Higher Primary School. With Good Physique
12	Cleaners	3	Higher Primary School.
		67	

* No.s may increase or decrease according to the requirement.

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

PART –II

FORMAT - I

In the letter head of tenderer agency.

To:

The Managing Director,

Karnataka Renewable Energy Development Ltd.,

No. 39, Shanthi Gruha, Bharath Scouts & Guides Building,

Palace Road,

BANGALORE – 560 001

Sir,

TENDER FOR HIRING OF SERVICE PROFESSIONALS FOR KREDL

I/We do hereby tender for providing Personnel of various categories (As mentioned in Annexure-1) to KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (the Company) as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE: PROVIDING PERSONNEL OF VARIOUS CATEGORIES
TO KREDL**

I/We have paid an amount of Rs. 5,00,000/- through Credit Card/Internet Bank/NEFT/OTC towards EMD. I /we are aware that the EMD will not bear any interest. Should my/our tender is accepted, I/ we agree to pay 5% of contract value towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/we agree to abide by and fulfill all the terms and conditions of the contract or in default thereof pay to the Company the sum of money mentioned in the said contract without prejudice to any other right of the Company.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions and I/we have made examination of contract documents and locations where the Various Categories of personnel are to be provided.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Company based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions mentioned in the tender document of the contract to be entered into between me/us and the Company and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Company.

Dated this day of2016

CONTRACTOR

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

FORMAT - II

DECLARATION

To,

The Managing Director
Karnataka Renewable Energy Development Ltd.,
No. 39, Shanthi Gruha,
Bharath Scouts & Guides Building,
Palace Road,
Bangalore – 560 001

(To be given by the Contractor at the time of submission/uploading of completed tender)

NATURE OF SERVICE: HIRING OF SERVICE PROFESIONALS FOR KREDL

I / we have read the Tender documents and related matters carefully and diligently and that I/we have submitted the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement as stated above will be fulfilled by me/us to the satisfaction of the Tender accepting authority.

CONTRACTOR

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

FORMAT - III

AGREEMENT

This agreement entered on _____ at Bangalore

Between

Karnataka Renewable Energy Development Limited a registered Company under the Companies Act, 1956, having its office at No.39, Shanthi Gruha, Palace Road, Bangalore hereinafter referred to as "KREDL" which expression shall unless repugnant to the context include the successors and assigns, on the one part.

AND

_____ Bangalore hereinafter referred to as "Agency" which shall unless repugnant to the context include the successors and permitted assigns, on the other part.

WHEREAS,

1. In pursuant to the Karnataka Transparency in Public Procurements Act, 1999 Chapter II – A, the Agency has participated and delivered tender through e-procurement platform vide _____ dated _____ issued by KREDL and agreed to deploy required professionals and supervisory staff as defined in the contract conditions for a period of two years from the date of this agreement.
2. The Agency in accordance with the terms of the said tender has deposited Rs. _____ Earnest Money Deposit through e-procurement portal.
3. The Agency has agreed to deploy the Service Professionals at the rates mentioned/noted in **Annexure – I** which are mutually concluded and agreed by the Agency and KREDL including statutory liabilities payable to Central/State Governments and benefits to the Service Professionals deployed.
4. It is deemed necessary and expedient to enter into this Agreement to record the terms of the said Agreement between the Parties.

NOW THEREFORE in reliance of the mutual covenants, the parties hereto are entered into the Agreement being these presents to record the terms, conditions and covenants that, the Agency shall be well within the time specified in tender to deploy the various categories of professionals in accordance with the conditions of the KREDL.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1) The Agency is bound to deploy the required number of service professionals to the specified locations. The strength may increase or decrease according to the requirements.
- 2) The Agency shall disburse the service fees to its professionals deployed on last working day of every month without fail. If the last working day is a Govt. Holiday the service fee is payable on previous day of the last working day of the said month. Violation of this condition will be considered as lapse on part of the Agency and leads to termination of the agreement.
- 3) The Agency shall further agree that it would make timely payment to its service professionals without unauthorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of ESI/PF to the designated authorities along with the Agency's contribution as per law, wherever applicable, in respect of service professionals deployed under this contract. If it fails to do so, it will be a breach of contract and the KREDL at its discretion can terminate the contract. The agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- 4) The Agency shall have well qualified Field Officer to ensure that the service is provided in accordance with the conditions agreed to and verification and certification of attendance of the staff provided by the agency.
- 5) The KREDL will not be responsible for any un-authorized acts of the Service professionals provided by the agency and for any damage/injury sustained by such service professionals in the course of their work/duty the same will be made good by the agency.
- 6) The Agency shall submit the PF & ESI remittance challans of the service professionals deployed under this contract separately with specific remittance details of PF & ESI contributions to the statutory authorities. However, if any place where the services provided by the agency are not covered under ESI, the agency shall obtain insurance cover under Workmen's Compensation Act, 1923 for the Service Professionals so deployed under intimation to the KREDL.
- 7) The agency shall issue a formal letter to all the Service Professionals deployed under this contract indicating the name, designation, age, service fees, amount of PF including both employer & employee contribution, the amount of ESI both employer & employee contribution as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly receipted by the appointee to the concerned officer for reference and records of THE KREDL.
- 8) The agency shall issue Photo ID cards to all its service professionals with the agency's Logo & Name and Designation of the Service Professionals deployed within a period of one month.
- 9) The agency shall provide uniforms to its employees provided under Attendant / Group D, Drivers and Security Category with the agency's Logo & Name.
- 10) The agency shall maintain proper records pertaining to the service professionals deployed including the attendance register, professional fee slips, disbursement of professional fee, and remittances of statutory payments to the various statutory authorities and present the same to the KREDL/Officers of the concerned authorities whenever called for.

- 11) The agency shall maintain the professional fee roll and other relevant particulars pertaining to deployed service professionals and shall be made available for inspection by the officers of the KREDL, officials of Labor department as and when so required. The rates agreed to are inclusive of all Labor, Materials, Equipment, Transport, etc required to render the assigned services.
- 12) Whenever the Agency fails to provide service professionals as requisitioned by the KREDL, it shall be lawful for the KREDL to have the services from other professional service providers or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.
- 13) The agency shall deploy service of professionals who should at least possess minimum educational qualification prescribed in Annexure – II and should be able to read and write not only in local language Kannada but also in English and shall have experience in Central/State/Reputed Private/Public Organizations in similar services. If any Service Professionals employed by the Agency are considered undesirable by the KREDL, it shall be the responsibility of the agency to withdraw the said professional from the work.
- 14) The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the agency concerned.
- 15) In case of any ambiguity or doubts with regard to the terms, clauses used in the agreement, clarifications should be sought in writing, before deciding on the matter, failing which, the decision of the KREDL in all such matters shall be final and binding on the Agency.
- 16) The KREDL shall not be held responsible or called upon to make good any losses/costs incurred by the Agency.
- 17) The Agency shall not claim advance of any kind for maintenance of their Professionals.
- 18) The scope of service is liable for alteration by way of deletions or additions at the discretion of the KREDL.
- 19) The KREDL, including the authorized officers of the KREDL, shall have the power to issue notice in writing and to instruct/direct the agency to make alterations/variations in the assigned work/change the deployed service professionals.
- 20) The agency shall obey all relevant Central, State and Local Regulations and enactments pertaining to contract workmen and Labour. The Managing Director of the KREDL shall have the right to inquire into and decide all complaints on such matters.
- 21) If any criminal proceeding or any other issues on personal integrity/ antecedents traced or came to the notice of the Agency, the Agency shall withdraw services of such professionals within 24 hours. However, it shall be the duty of the Agency to track such lapses diligently and regularly/periodically.
- 22) The agency will be held responsible for all the acts of the service professionals provided by agency with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the agency shall undertake to compensate the losses arising from such acts of the Service Professionals to all the concerned.

23) **BREACH OF TERMS OF CONTRACT**

The following acts on the part of the agency will constitute breach of contract:

- The agency is required to pay the professional fee on or before last working day of the month without fail. If the agency consistently remiss in making such timely payment of professional fee working under the KREDL, this contract is liable for termination.
- Failure to deploy the required number of service professionals within the prescribed time limit
- Failure to submit PF,ESI, professional & other statutory remittances in respect of any of the service professionals deployed by the agency at the prescribed rate within the prescribed time limit
- Failure to submit the relevant documents/registers pertaining to the Service professionals deployed under the contract for inspection either to the statutory authorities or to THE KREDL when such request is made.

It is open to the KREDL to initiate the following penal actions against the agency on breach of any of the above terms

- e) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
 - f) On the second instance to impose a penalty to the extent of damages caused or at least of Rs.25,000/-.
 - g) On the third instance to impose penalty to the extent of damages caused or at least of Rs.50,000/- or /and to terminate the contract and black list the agency.
 - h) This does not preclude the KREDL from necessary directly attributable losses on account of the actions of the Service Professionals of an agency from any available legal options including forfeiture of security deposit.
- 24) The agency shall furnish the address of such office with particulars of Telephone Number & details of contact person. The KREDL reserves the right to inspect/check the particulars so furnished.
- 25) It is the responsibility of the agency to thoroughly check the antecedents of the Service professionals deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty. The persons deployed should maintain peaceful co-ordination with the service professionals of KREDL while working with them.

26) **REPLACEMENT:**

The agency shall provide replacement for the person who is found unsuitable/remain absent, in the event of sickness etc at its own cost.

27) **DURATION AND TERMINATION OF CONTRACT:**

The duration of the contract is for a period of 24 months, extendable for a further period of 12 months or any other period by mutual consent. However, the contract can be terminated by either party on three month's written notice.

28) PREMATURE TERMINATION OF THE CONTRACT:

If the services of the Service Professionals deployed by the Agency found not satisfactory and if any one of the conditions of the contract agreement is violated, the KREDL reserves the right to terminate the contract prematurely without assigning any reason therefore. In case of any dispute the jurisdiction of the court shall be at Bangalore.

29) SCOPE OF SERVICE

Karnataka Renewable Energy Development Limited is outsourcing various categories of service professionals through the agency for its Premises, Registered Office and other offices situated in the state of Karnataka. The rates quoted in financial bid are accepted by the KREDL. KREDL will make payments to the agency at the same rate and will not entertain any other claim of the agency for any reason of whatsoever at the service charges offered. The service fees are fixed by the KREDL. The revision in statutory payments such as PF, ESI and Service Tax will be paid by the KREDL as amended by appropriate authority from time to time.

30) SECURITY DEPOSIT/PERFORMANCE SECURITY

The Agency shall deposit an amount equivalent to 20% of contract amount as security deposit/performance security in the form of Deposit. The same shall be refunded to the Agency after successful completion of service contract assignment.

- 31) The KREDL agrees to make payment to the Agency against monthly service bills claimed after disbursement of wages and statutory payments, provided the same is correct in all respects, within 10 days from the date of submission of bill by the Agency.
- 32) In case any dispute or difference arises between the KREDL or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Managing Director, whose decision will be final.
- 33) To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the KREDL shall be final and binding on the Agency.
- 34) The KREDL reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide service professionals on the same terms and conditions of the contract during the extended period in the event of any extension given.
- 35) If any loss or damage is caused to the KREDL by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the KREDL shall be entitled to recover the same from the Agency.
- 36) The KREDL reserves the right to revise the pay and allowance of the service professionals and other statutory payments.

37) The Agency shall be responsible for and shall pay the expenses for providing medical aid to any person who may suffer a bodily injury as a result of any accident, any causality or Death. If such expenses are incurred by the KREDL. The same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other mode of recovery from any amount due or that may become due to the contractor.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE _____ DAY OF ____ 2016

SIGNED SEALED AND DELIVERD

**For Karnataka Renewable
Energy Development Limited**

Managing Director

Signature of Contractor/Agency

Name and Seal

Witness:

Signature Name and Address

1.

2.

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED

FORMAT - IV

Details of Tenderer

1. Name of Firm/Agency.
2. Permanent Address of the Firm/Agency
3. Address of Bangalore Office (if any)
4. Phone Number
5. Fax Number.
6. E-Mail Address.
7. Name of Key personnel with Designation.
8. Name of Supervisor/'s
9. Name of the Bank and nature of Account and Account No.

Signature of the Tenderer