

KARNATAKA POWER CORPORATION LIMITED

(A Government of Karnataka Enterprise)

Office of the CHIEF ENGINEER
(ELECTRICAL CONSTRUCTION),
Karnataka Power Corporation Limited,
Kalinadi Hydro Electric Project – I & II
AMBIKANAGAR – 581 363
Phone No: 08284-258625,
9449599134

No: **LCM1A/DS/08/2590**

Date:08.12.2016

NOTICE INVITING SHORT TERM TENDER

(TWO COVER SYSTEM)

(Through e-procurement portal only)

Sub: Providing Driver services for KPCL projects located at Ambikanagar, Ganeshgudi and Kadra.

The Chief Engineer (Electrical Construction), KPCL Ambikanagar invites tenders for providing Driver services from the eligible Agencies registered in Karnataka State, who have got adequate financial resources, & experienced Driver personnel. The **EIGHT** Drivers are required for a minimum period of **six months** to drive the Heavy/Light vehicle transport and non-transport with badge (bus) and should have valid Heavy Motor License, Badge (Bus) issued from the competent authority.

Sl. No.	Name of work	Tender Processing fee(non-refundable)	EMD	Contract period
1	Providing services of Drivers by employing qualified Heavy motor transport /non-transport having badge (Bus) HMV license holders.	As per e-proc. portal	Rs.19,000	O6 Months

02. Instructions regarding e-procurement:

- (i) Tender documents may be downloaded from Govt. of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for contractors.
- (ii) After login to contractors, please scroll down to the right side bottom to see list of tenders, please click there to find the details of NIT and down load copy of tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only interested agencies who wish to participate should remit on line transaction fee for

tender after registering in the portal. The transaction fee is non-refundable. The blank tender documents can be obtained through e-procurement portal web site www.eproc.karantaka.gov.in

- (iii) Tenders must be accompanied by Earnest Money Deposit, which should be paid on line through e-procurement portal using any of the following payment modes **through Nationalized/Multi National Banks.**
- a) Credit card
 - b) Direct debit
 - c) National Electronic Fund Transfer (NEFT)
 - d) Over the counter (OTC)
- (iv) Whenever required, Agency shall furnish the original certificates as mentioned in Para (03) below to the KPCL authorities, failing which their tenders will be disqualified / rejected.

03 **Cover – I (Pre-qualifying Requirements)**

- a) Labour License Registration Certificate of Establishment from Govt. of Karnataka, Department of Labour. Under Contract Labour(R&A) Act & Karnataka rules.
- b) PF Registration Certificate issued by the Regional PF commissioner
- c) The Bidder shall submit at least one previous Work Order copy's for having provided the Driver services to any Government Departments or any private organizations during 2014-15 to 2015-16.
- d) The Declaration of the bidder to provide Drivers Heavy Motor / Light Motor vehicle transport and non-transport with badge HMV License, (Badge -Bus) holders.
- e) Certificate of Registration under Sec.69 of Finance Act, 1994 (32 of 1994) i.e. Service Tax Registration Certificate.
- f) Income tax Return filed for the preceding two years (FY 2014-15 & 2015-16).
- g) Declaration-1 of the Agency that Agency offer has no conditions.
- h) Declaration -2 of the bidder that none of his contracts have been terminated / foreclosed on account of his default / non fulfillment of contractual obligation in KPCL during the last five years.
- i) Declaration-3 of the agency: I/We have read the Tender Documents and related matters carefully and diligently and also visited site and Mechanical garage EE(MSP)A/K and noted the nature of work, understood and accept the full implications of the agreement.

- j) Declaration-4 of the agency should that the wages paid to the Drivers under this contract will not be less than minimum wages fixed by Govt. of Karnataka.
- k) Declaration-5 Agency should pay total PF contribution of both the employee of the contractor & that of the contractor shall be paid on the basis of wages NOT LESS THAN the minimum wages as declared by the Government of Karnataka during the contract period.
- l) Service Tax Declaration by the Agency.
- m) Annual turnover of any one of financial year during last two years (i.e., 2014-15 & 2015-16) should not be less than Rs.15 Lakhs. In proof of the above, the annual report duly certified by Chartered Accountant should be furnished.

Cover-I shall contain Minimum Pre-Qualifying Requirements as mentioned in Para 03 and The Bidder should upload scanned and signed copies of all the documents pertaining to the pre-qualification as mentioned under “pre-qualifying requirements clause”. Whenever required Bidder shall furnish the original certificates to the KPCL authorities, failing which their tenders will be disqualified/rejected.

04 Cover- II (Financial Bid / Price Bid): e-procurement portal.

Tenders must be electronically submitted (On line through internet) through the GOK e-procurement platform www.eproc.karnataka.gov.in only, within the date and time published in e-procurement portal. First cover of tenders will be opened at prescribed time and date in the e-procurement portal.

05 Calendar of Events:

1	Period of Completion	06 calendar months from the date of issue of LOA
2	Date of issue of NIT	08.12.2016
3	Publishing of tender in e-Procurement cell.	08.12.2016
4	Last date and time for queries/Clarifications	21.12.2016 at 16.00 Hrs
5	Last date and time for submission of Technical & financial Bids(Cover I & II) along with EMD	23.12.2016 at 16.00 Hrs
6	Opening of Cover- I	26.12.2016 at 10.00 Hrs
7	Opening of Cover - II (Financial Bid) through e-Procurement portal	Will be intimated later

06 The tender is of **two cover system**.

- a) The Agencies who do not meet the Cover - I qualifying requirement are not eligible for participation
- b) The first cover will be opened on as per calendar of events.
- c) The Chief Engineer (Electrical Construction) KPCL Ambikanagar will open the first cover and evaluate the tenderer capacity on the basis of criteria specified in the tender notification / tender document and on this basis prepare a list of qualified tenderers.

The second cover containing financial bid of all those tenderers found qualified as per the above pre-qualifying requirement shall be opened by the Chief Engineer (Electrical Construction) KPCL Ambikanagar which will be intimated later.

07 General Terms & Conditions.

1. The Bidder may download from the GOK e-procurement website <https://e-proc.karnataka.gov.in> under login for contractors.
2. Completed tenders received (two covers) after the due date and time shall not be considered.
3. No extension of tender due date shall be considered on any occasion
4. Tender validity shall be 180 days from the date of opening of second cover (Financial bid).
5. Alternate tender shall not be considered.
6. Conditional tenders are not accepted.
7. Tenders without EMD shall be rejected
8. The successful agencies shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees two hundred only).
9. Income Tax, service taxes, and any other applicable taxes etc., as per rules, will be deducted from the bills Payable to the agency.
10. Agency shall make payment of contribution towards PF (both employees and employer) to the authorities concerned at the notified rates. Proof of the same may be furnished every month as per PF rules applicable.
11. Security deposit of 7.5% of the contract value shall be furnished by the agency.

12. Intending tenderers can have detailed information from the above office during working hours.
13. The right to reject any or all tenders without assigning any reasons is reserved by the Chief Engineer (Electrical Construction). Ambikanagar
14. The rates quoted should be net i.e. including wages of Drivers as per the prevalent minimum wages prescribed by the Government of Karnataka all the applicable taxes PF, Insurance Coverage under Employees Compensation Act, uniform cost, washing allowance, and Overhead charges if any etc. in the Financial / Price Bid.
15. Duration of the contract is 06 months from the Date of L.O.A. However KPCL reserves the right to extend the contract period for another six months or till such time of finalizing the next tender whichever is earlier depending upon the performance of the agency.
16. The successful agency shall deploy the experienced **HMV License with Badge (Bus) holding Drivers** and preference will be given to SSLC Passed and minimum two years or more experience in heavy vehicle (such as Bus Lorry etc.) driving. Also preference should be given to qualified Land Looser families.
17. The Driver shall carry documents like Driving License, Badge and ensure the documents of the vehicle are available while performing journey. The Driver shall wear uniform and follow all safety precautions.
18. The successful agency shall deploy the Drivers as per contract within 7 days from the date of receipt of LOA failing which penalty at Rs.100/- (Rupees One hundred) will be levied per day per driver not deployed during the first 7 days. Thereafter, the penalty will be levied @ Rs.150/- (Rupees One hundred & fifty) per day per driver If the agency does not deploy the full contingent within 15 days. SD will be forfeited and the contract will be terminated without any further notice if the agency does not deploy the full contingent even after 15 days. The Duty hours for the shifts shall be as follows:
 - (1) Day Shift: 8.00AM to 8.00PM.**
 - (2) Night Shift: 8.00 PM to 8.00AM**
19. The Agency should not sublet the contract. If the Agency found to have sublet the contract, the above contract will be terminated at the risk and cost of the contractor concerned.
20. The Agency shall pay Gross minimum wages to their Drivers under this contract at the rate not less than the minimum wages fixed from time to time by the Government of Karnataka.

21. The Agency should make their own arrangements for providing accommodation to their Drivers. However, at the project locations, based on the availability of Quarters, KPCL will allot Quarters to the Agency at its request and rent there on will be charged as per the KPCL rules in force. But KPCL has no binding / obligation for providing quarters to the Agency, for the accommodation of Drivers.
22.
 - i) The agency shall also be responsible and fulfill all statutory obligations under the statutory laws, provisions such as WC/PF etc. in respect of his Driver personnel posted under this contract. The Agency shall make the payment of wages/salaries and other statutory benefits to Driver personnel through crossed cheque and arrange to pay all statutory deductions like ESI/PF from the said payments, to the designated authorities along with the Agency's contribution as per law, wherever applicable. Copy of the Registration Certificate indicating code Nos. of PF/ESI shall be produced by the contractor. The agency shall also produce the documents for having paid PF / ESI contribution of his employees along with the Agency's contribution to the designated Authorities, from time to time. If the places mentioned in the Tender (Project area) comes under non implemented area under ESI, in such cases the Agency has to obtain Personal Accident Policy for not less than Rs 1 lakh for each Driver so deployed. The Agency has to furnish the copy of the Personnel Accident Policy of each of their Driver on issue of work order.
 - ii) The agency shall be solely responsible for any sort of compensation payable to the Drivers working under him, during any untoward incidents/accidents/death while on duty/while traveling to the work site etc.
 - iii) Any variation in the Minimum wages payable to the Drivers, effective by the Govt. of Karnataka after the issue of Work Order and during the currency of the contract would be paid to the agency by the Corporation along with the proportionate increase in PF & Service Tax only.
23. The agency should submit the copy of the valid Labour license to engage in the business of Driver supply under Contract Labour(R&A) Act & Karnataka Rules
24. The drivers personnel deployed shall be physically fit and mentally alert. It must be ensured that driver personnel are not alcoholic or habitual drunkard and should be of sound mind. Agency shall furnish Physical fitness certificate.
25. If the Agency fails to execute the agreement / fail to carry out the assigned work satisfactorily, the Corporation has the powers to enter upon and take possession of work and to engage any other firm / Agency to complete the services. Any extra cost incurred by the Company due to

such failures on the part of the Agency shall be recovered from EMD, SD, Monthly bills payable, arrears if any subject to a maximum of 7.5% of the contract amount.

26. **Workmen Compensation:** The agency shall pay compensation to workmen working under them for any death or injury caused during the execution of work as per “Employees Compensation Act” in force, failing which the amount will be deducted from their bills and paid to the injured workman or the family as the case may be. Contractor is solely responsible for any sort of compensation payable to the working under him during any untoward incidents/accidents/death while on duty/while travelling to the work sites. The Karnataka Power Corporation limited will not be responsible for any of the unauthorized acts and/or liable for any damage/injury sustained by drivers or other employees of the agency in the course of their work /duty or during travel in and around the office and plant premises and outside while on duty. All the medical expenditures must be paid by the agency only. The Karnataka Power Corporation Limited (company) shall not be held responsible or called upon to make good any losses/costs incurred by agency, on account of factors beyond their control such as rain, earthquake, lightening, and other natural phenomena, legal implications, etc., or for any reason whatsoever. Under the contract the contractor/agency shall be totally responsible for all loss/damage to the personnel. . The personnel Accidental policy shall cover the contractor against claims for injury, disability, deceases or death of his employees.
27. **Safety of vehicle:**
- During the period of contract if any loss or damage of any component of the vehicles due to mismanagement/mishandling, the agency shall be responsible to bear the cost of the expenditure incurred for rectification
28. In case of ambiguity or any doubts, clarifications should be sought, in writing before continuing the work, failing which the decision of the Chief Engineer (Electrical construction), KPCL, Ambikanagar in all such matters shall be final and binding on the Contractor.
29. The corporation shall not be held responsible or called upon to make good any losses/costs incurred by the drivers deployed, on account of factors beyond their control such rain, earthquake, lightening, other natural/un natural phenomena, legal implications or for any reasons whatsoever.
30. The Chief Engineer (Electrical constructions) KPCL, or his authorised officer of the company shall have powers from time to time , to issue notice in writing and to instruct /direct the contractor to make improvements in the services during the currency of the contract.
31. The agency shall obey all relevant central, local and state regulations and enactments pertaining to contract workmen and the labour and the Chief

Engineer (electrical Construction) KPCL shall have the right to inquire into and decide all complaints on such matters.

32. Duration and termination of the contract:

The period/duration of the contract is for a minimum period of 06 months which may be extended at the discretion of the Chief Engineer (Electrical Construction) However, the contract can be terminated by the company on one month notice to the agency.

If the agency fails to carry out the assigned contract satisfactorily during the currency of the Contract, the company shall have the power to enter upon and take possession of the services and to engage any other person, firm or agency to complete the contract.

Any extra cost incurred by the company due to such failure on the part of the agency shall be recovered from any amount due to the contractor { i.e. from EMD, SD, Monthly bills payable, arrears if any payable by KPCL subject to a maximum of 7.5%(seven & half per cent) of the contract amount}.

33. If the services of the employees deployed by the agency for driver services in KPCL found not satisfactory and if any of the conditions of the contract agreement is violated, the Chief Engineer (Electrical Construction), Ambikanagar reserves the right to terminate the contract prematurely without assigning any reason thereof.
34. In case of any dispute, the jurisdiction of the court shall be at Haliyal, Uttara Kannada district.
35. Any disputes arising for non-compliance of statutory requirements shall be the responsibility of the contractor.
36. Any dispute or difference or claim arising out of, or in connection with, or relating to present contract or the breach; termination or invalidity thereof shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.
37. The certifying and paying authority to the agency will be as per the annexure-1 enclosed.

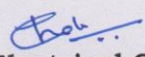
On the first day of every month, the agency should prepare the service bills, of providing drivers services for Ambikanagar, Ganeshgudi & Kadra and submit the same to the respective Executive Engineer (MSP), KPCL. After certification, the bills along with connected documents shall be sent to the respective Account heads as shown in Annexure-1. Actual service tax at the time of invoicing as notified by GOI will be applicable after the issue of work Order and during the currency of the contract the same will be to KPCL account.

On the first day of every month, the agency should prepare the service bills, of providing drivers services for Ambikanagar, Ganeshgudi & Kadra and submit the same to the respective Executive Engineer (MSP), KPCL. After certification, the bills along with connected documents shall be sent to the respective Account heads as shown in Annexure-1. Actual service tax at the time of invoicing as notified by GOI will be applicable after the issue of work Order and during the currency of the contract the same will be to KPCL account.

38. The Agency shall make monthly wage payment along with washing allowance by way of A/c. payee cheque to each driver engaged for KPCL before 10th of every month without waiting for KPCL payments & produce the proof of the same to the respective Executive Engineer(MSP), KPCL every month without fail.

39. **Additional drivers requirement:**

The contractor shall provide additional number of drivers at the same rate, terms & conditions if required by the corporation.


Chief Engineer (Electrical Construction)
Karnataka Power Corporation Limited
Ambikanagar- 581 363

Cc: Deputy Secretary, state Tender Bulletin Officer, Energy Department,
GOK, M.S Building, Bengaluru-01

MD - for kind information

TD/FD/D(HR)- for kind information.

ED(H)/ED(BTPS)/ED(T) - for kind information.

District Bulletin Officer, Deputy Commissioner, Karwar - with request to publish in district tender bulletin.

GM (A&HR)/GM (CA & CS)/ GM (F & A)/GM(IA)/CCEK

GM(CC) - for information with request to publish the notification in newspapers.,

SE(CSD) - for information with request to display the NIT and tender notification in KPCL website.

SEE(S)/SEE(N)/SEE(K) for information.

EE(MSP)A/EE(MSP)K/ AGM(F)K1/AGM(F)G/AO(K) for information.