

General Conditions of Contract

1. Definitions

In the general conditions of contract the following terms shall have the meaning herein assigned to them except where, the context otherwise requires:

a) JREDA

JREDA shall mean Jharkhand Renewable Energy Development Agency (A Govt. of Jharkhand Undertaking) and shall include its executors, successors, administrators, partners and permitted assigns.

b) Contractor

Contractor shall mean the person, firm or body corporate or manufacturer who enters into the contract with the Company and shall include its executors, successors, administrators, partners and permitted assigns.

c) Contract

Contract shall mean the work order with Annexures/specifications (Wherever reqd.), the price or schedule of rates as the case may be along with all the general and special conditions of Contract.

d) JREDA will have the right to accept or reject the persons offered by the agency as per out selection criteria. Salary/monthly lump-sum amount of engaged persons will be fixed by JREDA.

2. General

- a. The rates will remain firm during the contractual period and no escalation shall be permissible & payable.
- b. Conditional rate shall not be considered.
- c. Performance Security to be provided by the Contractor in form of Bank Guarantee issued by any Nationalized/Scheduled Bank valid till the contract period @ 5% of the monthly contract value. The security shall be returned after expiry of the contract period.
- d. The tender will be opened in presence of the Contractor, if any, in the office chamber of the Director, Jharkhand Renewable Energy Development Agency at 3:30 P.M. on 17.11.2016
- e. No mobilization advance shall be paid against this work.
- f. Contractor should be registered with Employees Provident Fund Organization (EPFO) & Employees State Insurance Corporation (ESIC) for the last three years & must have existing client in Jharkhand and a minimum of 100 live associates in different client organizations.
- g. Contractor will be supposed to maintain the existing P.F. Account of the employees.
- h. Contractor should have their office in Jharkhand.
- i. A demand draft of Rs. 50,000/- (Rupees fifty thousand only) of any bank in the name of "Jharkhand Renewable Energy Development Agency" payable at Ranchi must be submitted along with the tender bid as earnest money. The tender without earnest

money, copy of Commercial Tax Department, Service Tax Registration Certificate, Copy of latest Income Tax Return, EPFO & ESIC registration Certificate shall not be considered and shall be out rightly rejected.

- j. The earnest money shall be returned to all unsuccessful bidders within thirty days from the date of placement of LOI/LOA to the successful bidders.
- k. The Contractor must submit their bid in two envelopes:

Envelope No.1: Sealed & super scribed as “Technical Bid for Man Power Outsourcing” should contain:

Check list:

- (i) Proof of tender fee deposits or Demand Draft of Rs.5,000.00 as the case may be.
- (ii) Demand Draft of Rs.50,000.00 as earnest money.
- (iii) No. of five associates supplied to different organization with supporting documents. Copies of existing order should be enclosed.
- (iv) Attested Copy of EPFO
- (v) Attested Copy of ESIC
- (vi) Attested Copy of Service Tax, valid registration certificate.
- (vii) Copy of the latest Income Tax Return.
- (viii) Proof of Office at Jharkhand.

Envelope No.2: Sealed & super scribed as “Financial Bid for Man Power Outsourcing” should contain:

Sl.No.	Particulars	Rate Per Person for Management Fee (in Rs.)
1.	Monthly Mark up	
2.	One time set up	
	Total	

Both the bid parts 1 & 2 above should be sealed in third envelope superscribed as ‘Bid for Manposer outsourcing’.

Technical Bid will be opened first and the financial bids of tenders, qualifying in Technical bids only, shall be opened for further evaluation.

All bids will be received in duly sealed cover within the due date and time. Bids received after the due date and time is liable for outright rejection.

JREDA reserves the right to reject part or whole of the bid/order without assigning any reason thereof, postpone the date of receipt and opening of the bids or cancel the bid without bearing any liability, whatsoever, consequent upon such decision.

No postal transaction shall be entertained for obtaining bid documents.

3. Taxes & Duties

Income tax at sources from all payments due under this contract shall be deducted in accordance with the prevailing Income tax Act from time to time.

4. Jurisdiction

- a) The contract will be governed by the Indian Laws in force. The court of Ranchi alone shall have exclusive jurisdiction in all matters arising out of the contract.
- b) Manpower should work as per requirement of the JREDA. In case of non-suitability of the manpower their service can be terminated herewith immediate effect without any compensation.

5. Termination

The JREDA reserves the right to terminate the contract by giving 30 days notice. However, in case of gross negligence by the contractor, work order can be terminated without any notice and contractor shall not be entitled to any compensation on this account.

6. Quality of work

The Contractor is to supply professionals, qualified and experienced personnels as per requirement of JREDA. If the service of person/persons engaged is found unsatisfactory, they shall be discontinued without any compensation.

7. Contract Period

The Contract period will be initially for two years which may be extended as per satisfactory performance at mutually agreed negotiated rate for another one year.

8. The Validity of Rate

The rates quoted should remain valid till the contract period.

Agreed and accepted the above terms and condition

(Signature & Seal of the Firm/Agency/Supplier)

