

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION,TRIVANDRUM

(A Statutory Body of Government of Kerala)

TENDER No.KIN/F&ADM/2015-16 dtd 01.03.2016

Bid Document

“Tender for Providing Manpower Services”

(Visit us at www.kinfra.org)

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**Kinfra House, 31/2312, Sasthamangalam, Trivandrum-695010, Kerala, India,
Tel-0471-2726585, Fax-04712724773**

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM
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BRIEF INFORMATION ON BID DOCUMENT

Tender Number	TENDER No.KIN/F&ADM/2015-16
Duration of Contract	Two years from the date of agreement, which is extendable on mutual consent.
Start date issue of tender document	01.03.2016
Last date and time of submission	14.03.2016, 2.30 pm
Date and time of opening of technical bid	14.03.2016, 3.15 pm
Date and time of opening of Financial Bid	Will be intimated to the technically qualified bidder
EMD	Rs.18,750/-
Tender Cost/fee	Rs.1500/-+VAT@5%
Validity of BID	120 days
Total number of pages of tender document along with annexure	30
Address and venue of submission of bid	KINFRA, Kinfra House, 31/2312, Sasthamangalam, Trivandrum-695010.

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

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TENDER No.KIN/F&ADM/2015-16

NOTICE INVITING TENDER

Earnest Money Deposit : Rs.18,750/-
Tender Cost/ Fee : Rs.1500+VAT@5%

1. Kerala Industrial Infrastructure Development Corporation, Trivandrum invites sealed tenders under two cover bid system (Technical Bid and Financial Bid) from competent and experienced registered contractors for providing Man Power Supply Services to its Head Office and various project/site offices located all over Kerala.

2. Sealed bidding documents (Technical Bid and Financial Bid along with EMD) dully filled in as per instructions in the Tender document should be addressed to Managing Director, Kerala Industrial Infrastructure Development Corporation (KINFRA), Trivandrum-695010 and must be dropped in the tender-box placed at reception counter of Head Office of Kerala Industrial Infrastructure Development Corporaton, Sasthamangalam, Trivandrum latest by 2.30 pm on14.03.2016.

3. Tender documents may be collected from the Head Office of KINFRA on payment of tender cost/fee of Rs.1500/-+VAT@5% through Demand Draft in

favour of “Managing Director, KINFRA” payable at Trivandrum, on any working day between 10 am and 5 pm.

4. The tender document may also be downloaded from this office website www.kinfra.org Those Bidders who wish to download the tender document from the office website should furnish the tender fee/cost of Rs.1500+VAT@5% through Demand Draft along with bidding documents and EMD.

5. The technical bid shall be opened in the conference room, Head Office of KINFRA at Sasthamangalam, Trivandrum on 14.03.2016 at 3.15 pm by the committee authorized by Managing Director, KINFRA in the presence of such Bidders who may wish to be present. The financial bids of only those Bidders whose Technical Bids are accepted, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of financial bid shall be intimated to the technically qualified bidders.

6. Managing Director, KINFRA reserves the right to reject any or all the bids/bidders without assigning any reason and the decision of MD, KINFRA shall be final and binding on all bidders.

Managing Director
KINFRA

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

(A Statutory Body of Government of Kerala)

TENDER No.KIN/F&ADM/2015-16

BID SUBMISSION FORM

LETTER OF BID

To
Managing Director,
Kerala Industrial Infrastructure Development Corporation,
Kinfra House, 31/2312,
Sasthamangalam, Trivandrum-695010.

Sir,

Ref:- Invitation of bids - TENDER No.KIN/F&ADM/2015-16 dated 01.03.2016

I/We, the under signed declare(s) that:

1. I/We have examined and have no reservations to Bidding Documents, including addenda, if any, issued in accordance with instructions to Bidders.
2. I/We offer to execute in conformity with the bidding documents for providing man power services for the offices of Kerala Industrial Infrastructure Development Corporation all over Kerala.
3. My/Our bid shall be valid for 120 days from the date fixed for the bid submission dead line in accordance with the Bidding Documents and it

shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

4. If my/our bid is accepted, I/we commit to submit a security deposit as prescribed in accordance with the bidding documents.
5. I/We also declare that Government of Kerala/India or any other Government Body has not declared me/us ineligible or black listed me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the conditions that you are not bound to accept the highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory,

(Authorized person shall attach a copy of authorization for signing on behalf of bidding company with full Name and Designation, to be printed on Bidder's letter head)

TENDER No.KIN/F&ADM/2015-16

Instructions to the Bidders

1. General Instructions:

- a. This is a Two Bid system comprising of Technical Bid and Financial Bid. The Technical Bid should accompany a DD for Rs.18,750/-(Rupees eighteen thousand seven hundred and fifty only) towards Earnest Money Deposit (EMD), drawn in favour of "Managing Director, KINFRA" payable at Trivandrum, failing which the tender will be summarily rejected.
- b. Tenders are invited on behalf of the Kerala Industrial Infrastructure Development Corporation. For bidding/tender document purpose, Kerala Industrial Infrastructure Development Corporation shall be referred to as "KINFRA" and bidder/successful bidder shall be referred to as "Contractor" and /or "Bidder" interchangeably.
- c. The sealed bidding documents should be dropped in the tender box placed at the reception counter of Head Office of Kerala Industrial Infrastructure Development Corporation, Sasthamangalam, Trivandrum by the stipulated date and time. Tender documents may be collected from the Head Office of KINFRA on payment of tender cost/fee of [Rs.1500+VAT@5%](#) through Demand Draft in favour of "Managing Director, KINFRA" payable at Trivandrum on any working day between 10 am and 5 pm. Sealed tenders should be super-scribed with tender number and the opening date.
- d. The tender document may also be downloaded from this office website www.kinfra.org. Those Bidders who wish to download the tender document

from the office website should furnish the tender cost/fee of [Rs.1500/-+VAT@5%](#) through Demand Draft along with bidding documents and EMD.

- e. While all efforts have been made to avoid errors in the drafting of tender documents, the Bidders are advised to check the same carefully. No claim on account of any errors detected later in the tender documents shall be entertained.
- f. Each page of tender document must be stamped and signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of KINFRA. No page should be removed/detached from this bidding document.
- g. The Bidder shall attach the copy of the authorization letter/Power of Attorney as proof of authorization for signing on behalf of the Bidder.
- h. All Bidders are hereby explicitly informed that conditional offers or offers with deviation from the conditions of bid/tender, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- i. For all purposes of the contract including arbitration thereunder, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to KINFRA. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

- j. The requirements of manpower services is tentative and may increase or decrease at the sole discretion of KINFRA.
- k. Any tender received after the due date and time will be summarily rejected.
- l. More than one tender cannot be submitted by a Bidder.
- m. Any modification in terms and conditions of the tender document shall be treated as a major modification and the tender will be rejected.
- n. The EMD of the successful Bidder will be converted and treated as interest free Security Deposit and the balance is to be remitted by him.
- o. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- p. The Bidder shall submit only the original tender document issued by KINFRA or the one down loaded from KINFRA website. Copies of the tender documents will not be considered and will be treated as invalid.
- q. This document outlines KINFRA's expectation in relation to the tender to be submitted by the Bidder. No legal or other obligation shall arise in KINFRA's name unless and until the agreement has been formally executed between KINFRA and successful Bidder and any conditions precedent to the effectiveness of such Agreement have been fulfilled. KINFRA shall not be obliged to appoint the Bidder and reserves its right not to proceed with the selection Process and to withdraw from the Process, or to take any other decision thereof, at any time at its absolute discretion.
- r. Annexure of this tender form shall form an integral part of the document and shall be read along with this tender document.

- s. The Bidders may visit Dy. Manager (Finance), Head Office, KINFRA and clarify details, if required, prior to submitting their bids.
- t. The Contractor should take license under the Contract Labour (R&A) Act, 1970 and other statutory licenses, wherever applicable, and should produce proof when called for.
- u. The Contractor has to cover personal accident insurance policy under Employees` Compensation Act in respect of the employees engaged by him in areas that are not notified under ESI Act.
- v. The Bidder who does not meet the Minimum Eligibility Criteria shall be considered as DISQUALIFIED and his Financial Bid shall be returned unopened.
- w. The work awarded shall not be subcontracted. In case KINFRA finds, at any point of time during the period of contract, that the work undertaken by the Contractor has been subcontracted, the same will be treated as violation of the agreement, liable for legal action, termination of contract, forfeiture of EMD, Security Deposit and disqualification form future tenders to KINFRA.
- x. The personnel employed by the Bidder/Contractor should be physically fit and should be free from contagious/communicable diseases and should have normal vision. Medical certificate in this regard should be furnished before the engagement of his personnel. They should not have been involved in any police/criminal cases.
- y. Supervision and control of the employees of the Contractor will have to be done by the Contractor and KINFRA shall have the right to verify whether proper supervision and control has been done. In case of complaints, the Contractor shall take immediate action including replacement of the concerned employee of the Contractor.

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2. Minimum Eligibility Criteria:

2.1 The following shall be the minimum eligibility criteria for selection of Bidders technically:

a	Location	The Registered or any Branch Office of Bidders should be located in Kerala.
b	Legal Valid Entity	A proof for supporting the legal validity of the Bidder shall be submitted.
c	Registration	The Bidder should be registered with the Income Tax, Service Tax Authorities and also under the Labour Laws, Employees' Provident Fund Organization, Employees' State Insurance Corporation in addition to any other statutory registration prescribed by the Government.
d	Clearance	The Bidder should also have clearance from Service Tax and Income Tax departments. Relevant proof in support shall be submitted like copy of latest IT returns, ST3 returns.
e	Experience	The bidder should have at least five years Experience in providing manpower services.
f	Turnover	The Bidder should have a minimum financial turnover of Rs.100 lakhs per annum during the last three financial years.

2.2 Documents supporting the Minimum Eligibility Criteria:

(i). In proof of having fully adhered to the minimum eligibility criteria at 2.1 (a) & (b), attested copy of Certificates of Incorporation issued by the respective Registrar of firms/companies.

(ii).In proof of having fully adhered to minimum eligibility criteria at 2.1(c), attested copies of PAN, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.

(iii).In proof of having fully adhered to minimum eligibility criteria at 2.1(d), attested copies of latest (2013-14 & 2014-15)Income Tax and Service Tax returns.

(iv).In proof of having adhered to minimum eligibility criteria at 2.1(e), attested copy of experience certificate(s) for completed manpower services issued by the Govt./PSUs/Autonomous Bodies/Public Companies/Bank/Government Department/public or private organization of repute shall be acceptable.

(vi).In proof of having fully adhered to minimum eligibility criteria at 2.1(f), attested copy of the audited balance sheets along with P/L account for the completed three financial years ie: for FY 2012-13, 2013-14, 2014-15 shall be acceptable.

3. Earnest Money Deposit:

- a. The bids should be accompanied by an EMD of Rs.18,750/-(Rupees eighteen thousand seven hundred and fifty only), refundable without interest in the form of Demand Draft of any scheduled bank in favour of MD, KINFRA.

- b. No request for transfer of any previous deposit of EMD or Security Deposit or adjustment against any pending bill held by KINFRA in respect of any previous work shall be entertained.
- c. The bids without EMD shall be summarily rejected.
- d. The EMD may be forfeited:
- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - In case of successful bidder,
if the bidder : (i) Fails to sign the contract in accordance with the terms of the tender document (ii) Fails to furnish required Security Deposit in accordance with the terms of tender document within the time frame specified by KINFRA and (iii) Fails or refuses to honour his own quoted prices for the services or part thereof.

4. Validity of Bids:

The tender shall remain valid for acceptance for a period of 120days from the date of submission of the tenders. If the Bidder withdraws his tender before the said period or makes any modification in terms and conditions of the tender, then KINFRA will have the liberty to order to forfeit the said EMD.

5. Preparation of BIDS:

5.1 Bids and all accompanying documents shall be in English. Technical and Financial Bids should be prepared as per instructions in the Tender Document. Tender document should be signed and stamped on all the pages. EMD and all the attested supporting documents in proof of having fully adhered to minimum

eligibility criteria as referred to in Para: 2.2 should be provided. It is to be ensured that the Questionnaire Sheet (General Information of Contractor) is duly filled up.

6. Procedure for submission of tenders:

6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (1) Technical Bid super-scribed as "Technical BID for Tender No. **KIN/F&ADM/2015-16**" with the name and address of the Bidder and (2) Financial Bid, clearly super scribing "Financial Bid for Tender No. **KIN/F&ADM/2015-16**" with the name and address of the Bidder, and both envelopes shall be kept in another single sealed envelope and duly super-scribed "Tender no. **KIN/F&ADM/2015-16**" with the name and address of the Bidder.

6.2. The bid shall be dropped in tender box not later than 2.30 pm on 14.03.2016 addressed to Managing Director, KINFRA, Sasthamangalam, Trivandrum-695010.

6.3. Any bid received after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the Bidder.

7. Bid Opening Procedure:

7.1. The technical bid shall be opened in the conference room of KINFRA, Head Office at Sasthamangalam on 14.03.2016 at 3.15 pm by the committee authorized by the Managing Director, KINFRA in the presence of Bidders or their representatives who may wish to be present.

7.2. The financial bids of only those Bidders, whose technical bids are qualified, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of financial bid shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the bids.

7.4 Absence of Bidder or his representative shall not impair the legality of the opening procedure.

7.5 All the Bidders or their representatives present shall be required to sign the main bid envelop to ensure the correctness of the bid.

7.6 After opening of Technical Bids and verifying the EMD amount, the technical bid shall be evaluated later to ensure that the Bidders meet the minimum criteria as specified in the tender document.

7.7 Refusal to sign the bid envelop by the Bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.

7.8 Bid shall be declared as valid or invalid based on preliminary scrutiny, ie. verification of EMD, by the Tender Opening Committee. However detailed evaluation shall be done only in respect of Valid Bid.

7.9 The date fixed for opening of bid, if subsequently declared as holiday by the Govt./KINFRA the revised date of schedule will be notified. However, in the absence of any such notification, the bid will be opened on the next working date, time and venue remaining unaltered.

8. Clarification of Technical Bid Evaluation:

8.1. The technical bid shall be evaluated based on the available documents submitted by the Bidder. KINFRA may, at its discretion, ask any Bidder for any clarification on his bid to facilitate examination, evaluation, and comparison of the bids and or the bidders. Any clarification submitted by the bidder that is not

in response to a request from KINFRA shall not be considered. The KINFRA's request for clarification and the presence shall be in writing.

8.2 If a Bidder does not provide clarification on his bid by the date and time set in the KINFRA's request for clarification, his bid may be rejected.

9. Financial Bid preparation, opening and evaluation procedure:

9.1 The Financial bid need not contain the wages/salary of their staff as KINFRA will pay the consolidated fixed notified gross salary as in Annexure-A, to the Contractor (Gross salary is inclusive of all allowances, EPF and ESI contribution of employee).

9.2 Absence, beyond the statutory leave admissible under Shops and Commercial Establishments Act will attract deduction of monthly salary on pro-rata basis.

9.3 KINFRA will reimburse employer's contribution of PF (3.67 % PF + 8.33 % Pension Scheme + 1.10 % Admin. Charges of PF + 0.5 % EDLI + 0.01 % Admin Charges of EDLI) and ESI on actual basis.

9.4 All payments to the employees of the Contractor should be made by the Contractor only through the bank account of the employees.

9.5 Premium paid for insurance coverage under Employees' Compensation Act for employees not covered under ESI Act will be reimbursed by KINFRA at actuals.

9.6 Minimum Bonus as admissible under Bonus Act will be reimbursed at actuals on production of proof of payment.

9.7 Service Tax as admissible will be paid extra.

9.8 The Bidder should offer his competitive quote of administrative charges/service charges and supervisory charges as a single line head in percentage of the total salary payable by KINFRA to the Contractor per month for the services rendered. (Example: If the administrative/service/supervisory charges quoted is 3% and the total salary payable in January is Rs.100000/-, the Contractor will get Rs.3000/- for the month of January).

9.9 The financial bids of all the technically qualified Bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

9.10 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bids. In the case of authorized representative, he should bring the authorization letter from the Bidder/Contractor.

9.11 The Administrative charges/service charges/supervisory charges, as indicated in the financial bid of each Bidder shall be read out on the spot. If there is any discrepancy between words and figures, the amount in words shall prevail.

10. Right of Acceptance:

- a. KINFRA reserves all rights to reject any bid including the ones submitted by Bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Managing Director, KINFRA shall be final and binding.

- b. Any failure on the part of the Bidders to observe the prescribed procedure and any attempt to canvass for the contract work shall render the Bidders concerned liable for rejection.
- c. MD, KINFRA reserves the right to award any or part or full contract to any successful Contractor(s) at his discretion and this will be binding on the Bidders.
- d. In case of failure to comply with any of the said provisions/terms and conditions by the successful bidder who has been awarded the contract, MD, KINFRA reserves the right to award the contract to the next higher bidder or any other outside agency and recover the difference of price/cost/quote or loss from the defaulted bidder who has been awarded the contract initially and this will be binding on the Bidders.
- e. KINFRA may terminate the Contract if it is found that the Bidder/Contractor is black listed on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector undertakings etc..

11. Notification of award by issuance of “Letter of Acceptance”

- a. After determining the successful evaluated Bidder, KINFRA shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to KINFRA duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- b. The issuance of the Letter of Acceptance to the Bidder shall constitute an integral part of the Contract and it will be binding on the Contractor.

12. Notice to Proceed:

After the acceptance of the LOA and security deposit from the successful Bidder, KINFRA shall issue the "NOTICE TO PROCEED", to the Contractor authorizing him to deploy manpower in the Office at the specified locations.

13. Special Conditions:

13.1 The successful Bidder (Contractor) who has been awarded the contract as above is wholly responsible for providing the manpower services to KINFRA.

13.2 It is especially understood that the persons deployed/engaged or to be deployed/engaged by the Contractor for carrying out the services to KINFRA shall be the employees of the Contractor. That for all statutory and other purposes the Contractor shall be their employer. The Contractor shall be solely responsible and liable for all statutory obligations or other benefits payable to the persons deployed/engaged by the Contractor including the benefits under ESI Act, EPF Act, Employees' compensation Act etc and any other statutory deductions/remittances laid down by the Central or State Government. The supervision and control of the persons/employees deployed/engaged by the Contractor shall fully be on the Contractor. The Contractor and the personnel deployed/engaged by him will have employer-employee relationship.

13.3 The Contractor shall produce to KINFRA the details of payment of salary, statutory benefits like bonus, etc., to his personnel, proof of having remitted ESI and EPF contributions, from time to time. No cost directly or indirectly be charged from the personnel engaged/deployed in KINFRA.

13.4 It is specifically understood that KINFRA shall not have any employer-employee relationship with the persons deployed/engaged by the Contractor and the persons so engaged shall not be the employees of KINFRA. The relationship between KINFRA and Contractor will be that of Principal to Principal.

13.5 The services to be carried out by the employees of the Contractor will normally be between 9 a.m and 5.30 p.m on all working days of KINFRA. KINFRA reserves the right to change the timing/duration, whenever necessary, at its discretion, and the persons shall be required to render the services during such timing as intimated to the Contractor.

13.6 Payment for the services rendered by the Contractor through his employees shall be made to the Contractor directly on monthly basis within 15 days from the date of submission of the bill of the previous month along with the proof of having remitted statutory payments like ESI, EPF etc...pertaining to the earlier month. I.e. bill for the service of January along with the proof of remittance of statutory payments of December should be submitted for payment in February.

13.7 The Contractor shall be solely responsible for the payment of salaries, other benefits and other legal obligations, if any, in respect of his employees engaged/deployed by him for providing services to KINFRA.

13.8 The Contractor shall ensure that no employee engaged by him for services to KINFRA shall engage in any type of activity prejudicial to the interest of KINFRA.

13.9 KINFRA will have the right to terminate the contract by giving one month's notice to the Contractor without assigning any reason.

13.10 KINFRA will have the right to reject any bid/quotation without assigning any reason and award the contract to any other Bidder if KINFRA is of the opinion that the Bidder who quoted the lowest rate is not having sufficient and/or qualified

employees/personnel or does not satisfy the conditions stipulated in the tender document and/or there is suppression of facts in the application for pre-qualification and/or in the tender documents.

13.11 EMD of the successful Bidder will be retained and the EMD of the other Bidders will be refunded after 7 days from the date of execution of contract with the successful Bidder. The successful Bidder shall execute an Agreement with KINFRA on a stamp paper of Rs.200/- within 7 days of issuance of letter intimating award of the contract failing which, the EMD shall be forfeited. KINFRA shall prepare the draft Articles of Agreements.

13.12 The successful Bidder within 7 days of the acceptance of the LOA shall furnish a Demand Draft for **Rs.37500/-** as interest free Caution Deposit in favour of Managing Director, KINFRA payable at Trivandrum, which will be refunded on termination of the contract after adjusting any amount due from the Contractor. The security deposit will be forfeited in the event of any breach or negligence or nonobservance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order and tender conditions.

13.13 If any short-fall or non-compliance of any of the conditions mentioned in the contract is noticed, penal action will be initiated by KINFRA and the decision of MD, KINFRA in this regard shall be final and binding on the Contractor.

13.14. The rates quoted shall be valid till the completion of the contract. No enhancement in rate shall be claimed or payable during the period of the contract. The contract will be entered into initially for a period of **two** years and it may be extended further on mutual consent.

15. Services Required by the KINFRA/General Specifications:

15.1 The Contactor shall provide manpower services in KINFRA's offices located all over Kerala as required by KINFRA from time to time. The details of services, units required, qualification/experience, gross salary payable etc are shown in **Annexure-A** to this tender. HOWEVER incases where the gross salary shown is found to be less than notified minimum wages, the Contractor may bring it to the notice of KINFRA so that the difference can be reimbursed by KINFRA.

15.2 The Contractor must also maintain all registers and documents under different Labour Legislations, as applicable.

16. Termination of Contract:

The contract can be terminated in the following contexts also.

- a. If the successful Bidder is declared insolvent.
- b. If the company/partnership firm is dissolved.
- c. If any of its director/partners is convicted in any criminal offence.
- d. Violation of the provisions of Acts, Rules, Schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
- e. Violation of terms and conditions of tender document/agreement.
- f. This contract may be terminated by the Contractor by giving written notice of **THREE MONTHS** to KINFRA.

17. Governing Laws and Settlement of Disputes:

- a. Any claim, dispute and or difference (including a dispute regarding the existence, validity or termination of the Contract) arising out of, or relating to the contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.

However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for arbitration to a sole arbitrator to be appointed by the KINFRA in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under from time to time. The venue for the Arbitration will be Trivandrum and decision of the Arbitrator shall be final and binding on the parties.

- b. **Jurisdiction of Court:** The Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the competent court in Thiruvananthapuram.

18. SCOPE OF SERVICES:

18.1 The Contractor's personnel/employees shall be deployed/engaged at the offices of KINFRA at various locations all over Kerala. While providing the services, Contractor shall ensure that for different services, only such smart, intelligent, qualified and experienced staff who can perform as per the desired standards are deployed, failing which the Contractor shall be liable to provide replacement immediately.

QUESTIONNAIRE

(GENERAL INFORMATION OF THE CONTRACTOR)

1. Name & Address of the Contractor/Bidder:

(a) Telephone No: (i) Land Phone :.....

(ii) Mobile Phone. :.....

(b) Fax No. :.....

(c) E-mail address :.....

(d) Name of contact person with
mobile No. , if any :.....

2. Whether individual /proprietary/ :
Partnership firm /Limited Co./Society etc.

(a) The Act under which Regd. :

(b) Registration No. & Date :

(c) Details of governing body (Pl. attach
Attested copies as proof for the above) :

(d) Name and address of your Bank :

(e) Bank Account: Type/ A/c No. :

3. Are you registered with EPF, ESI? : YES / NO

If YES the code Nos.of: (a) EPF :

(b) ESI :

4. (a) Number & date of license obtained under the
provisions of the Contract Labour (R&A) Act
1970, if any. Please attach an attested Photocopy

of the license. :

(b) If there is no license, do you agree to take license within two weeks of awarding the work, if the work is awarded to you. :

5. Do you have experience in supervising or : YES / NO
Carrying out works mentioned in Tender Notice or similar works on contract basis.

6. Are you ready to undertake and carry out the work : YES / NO
in the Tender by engaging adequate manpower without fail as per the terms and conditions given in the Tender Notification.

7. On awarding the contract can you:

(i) Engage persons having required qualification/experience :

(ii) Ensure that the worker engaged by you are physically fit and free from contagious diseases :

(iii) Arrange Medical check up once in a year for them :

(iv) Prohibit smoking, chewing, eating and drinking in the work area & premises :

8. Do you agree to follow the provisions :
of all relevant laws in respect of labour, payment of wages, ESI, EPF, Bonus etc.

10. Have you read, understood and agree to :
abide by the terms and conditions of the bid and agree to sign agreement with KINFRA, once the work is awarded

DECLARATION

I/WE confirm having read and understood the work requirements, instructions, forms, terms and conditions and all relevant information regarding the tender Notification No. _____ Dated ____ and agree to abide by all without any deviation from what are stated above and contained therein in the Tender Notification. I/We am/are fully aware of the statutory obligations to be complied with and I/We will be responsible for all the statutory/legal obligations.

Place:

Date:

SIGNATURE

Name, Address & seal

TENDER No.KIN/F&ADM/2015-16

FORM FOR SUBMISSION OF FINANCIAL BID

Conditions

- 1 The Financial Bid need not contain the wages/salary as KINFRA will pay the consolidated salary as noted in the Annexure-A.
- 2 Absence beyond the statutory leave admissible under Shops and Commercial Establishments Act will attract deduction in monthly salary on pro-rata basis.
- 3 Statutory levies other than Employees' contribution under ESI and EPF Acts will be reimbursed to the Contractor on submission of proof of remittance to the authorities.
- 4 Minimum Bonus as admissible under Bonus Act will be reimbursed at actuals on production of proof of payment.
- 5 Premium paid for insurance coverage under Employees' Compensation Act for employees not covered under ESI Act (employees working in un-notified areas) will be reimbursed at actuals.
- 6 The Bidder should offer its competitive quote of administrative charges/service charges and supervisory charges as a single line head in percentage of the gross salary payable by KINFRA to the Contractor per month for the services rendered. (Example: If the administrative/service/supervisory charges quoted is 3% and the total salary payable in January is Rs.1,00,000/-, the Contractor will get Rs.3,000/- for the month of January).
- 7 Service Tax as admissible will be paid extra.

PRICE BID/FINANCIAL BID (QUOTE)

I/We are aware of the terms and conditions of this contract and submit the financial bid as follows for the consideration of KINFRA:

1. I/We hereby quote Administrative Charges/Service Charges and Supervisory charges (all inclusive) at% (.....percent only) of the gross salary payable by KINFRA to the Contractor per month for the services rendered. (Gross salary payable includes employee's contribution of PF and ESI)

2. This offer will be valid for 120 days from the date fixed for bid submission and incase the contract is awarded to me/us, no enhancement/revision of the charges will be demanded during the currency of the contract.

Place:

Signature

Date:

Name & Seal

Annexure-A

Name of Service	Minimum Qualification required	Approximate Number of Service units required	0-3 years	3-10 years	Above 10 years
			Gross pay***	Gross pay	Gross pay
Accounting Services	B Com/Mcom	4	11200	13400	15700
Computer Assistance Services	Graduation with Computer knowledge	8	10100	12300	14600
Courier Messenger Services*	SSLC	6	7800	9000	10100
Support Service for Civil Engineers (Diploma Civil Engineers)	Diploma Civil Engineering	4	11200	13400	15800
Management Services	MBA	5	13400	17900	21800
Menial/House Keeping/Cleaning Services**		24	7300	8400	9500
Pump Operator Services	10th + Experience in relevant field	3	9000	10100	11200
Front Office Services	PDC	3	9000	10100	11200
Secretarial Services	PDC + DCP English & Malayalam	4	9000	11200	14600

* Rs.1500/- extra towards fuel.

** Net salary for part time service 50%

***Gross salary is inclusive of all allowances, EPF and ESI contribution of employee.