

**Kerala Transport Development Finance Corporation
Limited**

6th Floor (Level 8), "Trans Towers", Vazhuthacaud, Thiruvananthapuram

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TENDER No. KTDFC/HR/4699/13 Dated 12-08-2014

**TENDER FOR ENGAGING H.R AGENCIES FOR OUTSOURCING PERSONNEL FOR BOT AND
OTHER CONSTRUCTION PROJECTS
(TENDER DOCUMENTS)**

**Last Date and Time
for the submission of Tender : 05/09/2014 up to 3 pm**

Date and Time of opening of Tender : 05/09/2014 at 4 pm

EMD : Rs. 5,000/-

Sd/-

Managing Director

Notice Inviting Tenders for Engaging H.R Agency for Outsourcing Personnel for BOT and other Construction Projects of KTDFC Ltd.

Sealed tenders in prescribed format are hereby invited by Kerala Transport Development Finance Corporation Ltd (KTDFC) for engaging H.R Agency for outsourcing personnel for various BOT and other construction projects, for a period of 2 years, in order to meet the requirement of technical and non-technical personnel for implementing/ completing/ maintaining those projects. Currently the Company has BOT projects at Thiruvananthapuram, Thiruvalla, Angamally and Kozhikode. Besides the Company is now carrying out the modernization work of Tagore Theatre at Thiruvananthapuram. The requirements, qualifications and other details of the technical and non-technical personnel whose services are to be outsourced to KTDFC are explained below:

Details of Personnel Required in BOT Wing/ Projects

Sl. No	Category	Qualifications and experience	Monthly Remuneration (consolidated)
1	Project Manager (Civil)	Civil Engineering Graduate with minimum of 10 years experience	Rs, 25,000/-
2	Project Manager (Electrical)	Electrical Engineering Graduate with minimum of 10 years experience	Rs.25,000/-
3	Project Co-ordinator	Civil Engineering Graduate with 10 years experience	Rs.25,000/-
4	Project Consultant (Finance)	Graduate with at least 10 years experience in a senior position in the Finance Wing of a Govt./ Public Sector Organization/ Department	Rs. 20,000/-
5.	Asst. Engineer (Civil)	Graduation in Civil Engineering or Diploma in Civil Engineering with 3 years experience	Rs.15,000/-
6	Asst. Engineer (Electrical)	Graduation in Electrical Engineering or Diploma in Electrical Engineering with 3 years experience	Rs.15,000/-
7	Overseer (Civil)	Diploma in Civil Engineering or ITI/ITC in Civil Engineering branch with 3 years experience	Rs. 10,000/-

7.	Overseer (Electrical)	Diploma in Electrical Engineering or ITI/ITC in Electrical Engineering branch with 3 years experience	Rs.10,000/-
8.	Safety Engineer	Diploma in Safety Engineering	Rs. 10,000/-
9.	Office Assistant	Degree	Rs. Rs.7,000/-
10	Attender/ Attender cum Store Keeper	SSLC pass	Rs. 5,000/-
11.	Driver	Pass in 8 th standard- must possess a current MDL endorsed for cars and delivery vans- experience in driving motor vehicles for not less than 3 years. Must possess Diver's Badge	Daily wages (Rs.400/- per day)
12.	Messenger	Pass in 7 th std. and must possess a Two Wheeler driving license	Daily wages (Rs.350/-per day)
13.	Watchman	Pass in 7 th std.	(Rs.350/- per day)

Number of personnel required: as and when requirement arises.

Duration:- till the completion of the requirement or for a maximum period of 3 years, whichever is earlier.

Duties and Responsibilities of the Personnel:- As decided and specified by KTDFC from time to time.

Presently construction of Bus Terminal Complexes is in progress at KSRTC Bus Stations at Kozhikkode, Thiruvananthapuram and Thiruvalla. KTDFC has also undertaken the project of Modernization of Tagore Theatre at Thiruvananthapuram and the same is in progress. Similarly the proposed Construction of Bus Terminal Complexes at Malappuram etc. by KTDFC is in the preliminary stage. Also we may require the H. R. Agency to provide personnel to replace persons who may leave their positions from the projects and provide personnel for additional requirements, if any as and when notified. The above categories have been arrived at on the basis of the present stage of the projects. The categories from which personnel are required may increase or decrease from time to time in accordance with changes in the conditions of projects and the selected agency shall always be bound to obey the directions issued by the authorized officials of KTDFC in this regard.

TERMS & CONDITIONS

1. Tender documents can be obtained free of cost from the Head Office of Kerala Transport Development Finance Corporation Limited, Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram-695014 or the same can be downloaded from the website of KTDFC (The site address is www.ktdfc.kerala.gov.in).
2. Sealed envelope containing the tender documents duly signed by the tenderer(s), other necessary documents as mentioned in this Tender Document, Tender Form, Profile of the Tenderer and the Financial Bid in the prescribed format (Annexure A) duly filled up should be sent to the Managing Director, Kerala Transport Development Finance Corporation Limited, Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram-695014 with superscription "**Tender for engaging H.R agency for outsourcing personnel**". The tender shall be for providing the service as per details mentioned herein and as per the terms and conditions that may be issued by KTDFC from time to time and **the rates shall be quoted in the Financial Bid (Annexure A) in the manner mentioned below as the percentage of the one month's salary of the personnel to be selected and provided as one time payment and subsequent monthly fees** , inclusive of all applicable taxes and other statutory payments due, if any including service tax. Demand draft/Banker's cheque for Rs. 5,000/- as EMD in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd. payable at Thiruvananthapuram should be attached with the tender.
3. Tender duly completed in all respects should reach KTDFC either by Registered post/ courier or by person on or before **3 pm on 05/09/2014** .
4. Any tenders received after due date & time stated above shall not be entertained under any circumstances. KTDFC will not be responsible for any postal delay or misplacement of Tender documents sent by post.
5. The Bids will be opened on at **4 pm on 05/09/2014** at the Head Office of KTDFC in the presence of those tenderers or their authorised representatives who are present at that time.
6. In case the information submitted by the tenderer is found to be incorrect/false, at any stage, tender of such party will be rejected and Earnest Money Deposit (EMD) will be forfeited. Such party will be debarred from participating in KTDFC's tenders for a period of 3 (Three)

years.

7. KTDFC reserves to itself the right to reject any or all the tenders without assigning any reason thereof and / or to call for any other details or information from any of the tenderers.
8. Managing Director, KTDFC shall have the right to postpone/extend the date(s) of submission/opening of bids.
9. The successful tenderer on acceptance of the tender shall deposit an amount of Rs. 5,000/- as security deposit (The EMD amount would be transformed into security deposit) and execute an agreement in stamp paper worth Rs. 100/- with KTDFC incorporating all the terms and conditions within 30 days of acceptance of the tender. The security deposit will be refunded within one month of the expiry of the contract period or its earlier termination, as the case may be, after adjusting the amounts required to compensate loss or damage, if any, caused to KTDFC by the HR Agency.
10. If the selected tenderer fails to execute the Agreement within 30 days of the intimation of the acceptance of tender, KTDFC shall be entitled to cancel the award/offer given to the tenderer and forfeit the earnest money deposited by him/them without giving any notice and without any obligation whatsoever and make alternative arrangements for the said work by selecting the next lowest tenderer and the difference of cost, if any, will be recovered from the defaulting party.
11. The earnest money of unsuccessful tenderers will be refunded within 15 days after the execution of Agreement with the successful tenderer. No interest will be given on E.M.D.
12. Acceptance or non-acceptance of any tender shall rest with the Managing Director, Kerala Transport Development Finance Corporation Limited at his/her discretion.
13. Non-compliance with any of the conditions given herein may result in the rejection of tender.
14. KTDFC reserves the right to terminate the contract if the selected tenderer (HR Agency) commits breach of any terms and conditions or if the service of the HR Agency is not satisfactory, by serving 7 days notice in writing. In such cases, the loss and damage caused to KTDFC, if any, will be recovered from the HR Agency by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts due from the Contractor by taking recourse to the procedure

above mentioned.

15. HR Agency is also liable to bear the required Service Tax/VAT/other taxes as are applicable, as may be decided by Central/State Governments from time to time. So far as the payment of Service tax is concerned, as per the present rules, 75% of the Service Tax will be deducted by KTDFC from the amount payable to the HR Agency and will be remitted directly to the authority concerned in its name and the remaining 25% shall be paid by the HR Agency directly to the concerned authorities as per rules.

16. In the event of any default, failure, negligence, breach or violation, in the opinion of KTDFC, on the part of the HR Agency in complying with all or any of the conditions, KTDFC will be entitled and be at liberty to determine the contract, by serving 7 days notice in writing, without payment of any compensation or damages and also forfeit, for any loss or damage, in full or in part any amount due to the HR Agency and if the same is not sufficient, the balance amount will be recovered from the contractor by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act.

17. Only firms doing the activity of outsourcing personnel to reputed companies/firms/establishments/ PSUs,etc. and acting as H.R Agency, shall be considered for this tender, subject to the condition that such firms shall be incorporated at least three years prior to the notification of this tender. This is subject to verification if necessary.

18. The tenderer shall equip himself with all necessary registration/license and such other permissions as may be required under the law in force at any time with regard to the subject matter.

19. Incomplete tender will not be accepted. The Financial Bid (to be furnished in Annexure-A) shall be for offering the percentage of one month's salary for each personnel to be engaged as (1) one time payment payable to the tenderer for providing each personnel as well as for (2) the percentage of monthly salary of the personnel payable to the tenderer as fees every month. Overwriting of rates should be avoided. Tenderer must initial any scoring / rewriting / overwriting of rates. Nothing over and above the quoted amount would be payable to the successful bidder.

20. The tender will be rejected without assigning any reasons if the firm/company or its owner / partner/ director involves in any criminal case, is declared black listed by any

Govt./Semi Govt. department/ agencies, etc.

21. This contract is valid for a period of two years from the date of execution of the Agreement and is extendable by one more year thereafter, depending on the satisfactory performance of the firm. The contract may be terminated at 30 days notice from either side after settling the liabilities between the parties, if any, arising out of the contract. The HR Agency shall provide the personnel as may be required by KTDFC from time to time, within 10 days from the date of demand by KTDFC. The HR Agency cannot terminate the Contract before the expiry of the period of the contract except by giving 30 days notice in writing, based on valid reasons. Otherwise the HR Agency shall be liable to pay to KTDFC (without any demur or question) such amount of money as KTDFC may decide as damages.

22. Competent personnel should be selected by the HR Agency and send to KTDFC for a maximum period of 3 years or till the completion of requirement, whichever is earlier as per the actual requirements as per the directions issued by the authorized officials of KTDFC.

23. During the period of outsourcing, the personnel should not be changed by the HR Agency with out the express permission of KTDFC. However KTDFC may instruct the HR Agency to replace all/any of the personnel provided by the HR Agency due to non performance or misconduct or for any other reasons and the same shall be complied by the HR Agency without raising any objection.

24. The HR Agency shall ensure that the persons selected are skilled having the minimum qualifications prescribed and are knowledgeable, have integrity, knowledge of computer use and possess exemplary conduct.

25. Details in respect of consolidated monthly payments applicable to various posts which are decided to be outsourced are given earlier in this document in tabular form. Assistant Engineers posted at construction sites will be paid overtime allowance up to a maximum of Rs. 2000/- per month, depending on whether they are actually engaged on overtime duty beyond the normal working hours. Similarly the Safety Engineers and Overseers posted at construction sites will be paid overtime allowance of up to a maximum of Rs. 1000/- per month depending on whether they are actually engaged on overtime duty beyond the normal working hours.

26. The salary and other statutory payments to the personnel to be engaged will be paid to the HR Agency in lump by KTDFC and it shall be the duty of the HR Agency to disburse the salary

and other payments to the personnel so engaged and to submit the receipts of the payments to the KTDFC every month. HR Agency shall be exclusively responsible for any payment to the persons so engaged by the HR Agency. Such engaging of the personnel shall not in any way confer any right or lien or claim to the personnel so engaged for further or regular appointment to any of the posts, whether sanctioned or otherwise, in the Company. It shall be the responsibility of the HR Agency to effect only the statutory deductions while making disbursement of remuneration to the persons so engaged by the HR Agency.

27. The financial bid shall be for offering (1) the percentage of one month's salary for each personnel to be engaged as One time payment to be paid to the HR Agency by KTDFC for providing each personnel as well as for (2) the percentage of monthly salary of the personnel to be paid to the HR Agency by KTDFC as fees every month.

28. KTDFC shall pay both employer's and employee's contributions, in the first instance, as per the provisions of the Employee's Provident Funds & Miscellaneous Provisions Act, 1952 and Employee's State Insurance Act, 1948 in applicable cases and the employee's contributions shall be recovered from the HR Agency every month.

29. HR Agency shall not recover any amounts other than the employee's contributions and other statutory deductions if any from the monthly salary and other payments so paid in lump by KTDFC to HR Agency every month.

30. Service Tax as applicable shall be governed by the guidelines issued from time to time by the Board of Central Excise and Customs.

31. The HR Agency shall ensure that outsourcing of personnel to KTDFC shall be in conformity with the various labour statutes and such other Rules and Regulations as may be applicable from time to time.

32. The HR Agency shall also be jointly and severally liable with the personnel so engaged for indemnifying KTDFC in case of any loss to the Company due to any deliberate actions/inactions of the personnel provided by the HR Agency, and the same will be recovered from the HR Agency by KTDFC by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act.

33. The personnel shall be placed by the HR Agency on sites specified by KTDFC within ten

days of its requisition to the HR Agency, after submitting their resumes to KTDFC.

34. The HR Agency will be responsible for replacing any personnel immediately if the personnel provided are unavailable for any reason. If any person so engaged leaves the duty within a period of one year, the HR Agency shall replace the person by recruiting another person free of charges to KTDFC. If such person leaves after a period of one year, the HR Agency can claim charges for providing new personnel as per the agreed terms.

35. All personnel provided by the HR Agency at various sites of KTDFC shall work as per the timings of project sites of Corporation.

36. The amount agreed in the contract will be released to the HR Agency immediately on raising the bill after providing the personnel as per requirement and the person concerned joins duty at the intended place.

37. The agreement along with the tender document, offer submitted by the selected tenderer, selected tenderer's letters and acceptance letter issued by KTDFC are part of the contract, as if incorporated therein.

38. The tender will be awarded to the lowest quoted tenderer subject to the compliance of terms and conditions and satisfaction of KTDFC.

Signature of Tenderer :

Name of the Tenderer :

Full Address :

Sd/-

Managing Director

Tender Form

Dated:

To

Managing Director,

Kerala Transport Development Finance Corporation Limited,

Level-8 (6th Floor), Trans Towers, Vazhuthacaud,

Thiruvananthapuram – 695 014.

Sir/ Madam,

1. I/We hereby submit my/our tender for providing technical and non-technical personnel required for BOT and other construction projects of KTDFC

2. I/We have quoted my/our rates as per proforma for price schedule “**Annexure A**” attached to this tender form.

3. In the event of acceptance of this tender, I/we agree to observe and be bound by the terms and conditions mentioned in this tender form and attached documents which is subject to such modifications from time to time as deemed necessary by the Managing Director, KTDFC and the same shall always be construed as agreed to be complied by me/us.

4. I/We agree to abide by the conditions and stipulations explicitly or implicitly laid down in the instructions to the tenderers attached to the tender form/given by KTDFC from time to time.

5. The tender documents received from Kerala Transport Development Finance Corporation Limited are returned herewith duly accepted and signed by me/us

Enclosures:

1. The Demand draft/Banker's cheque of Rs. 5,000/- being the E.M.D in favour of the

Managing Director, Kerala Transport Development Finance Corporation Limited.

2. Tender documents duly signed with seal , in token of acceptance of terms and conditions.
3. Certified copy of the PAN Card/ VAT Registration No.
4. Authorisation Letter/Power of Attorney if any other person is authorised to sign the tender documents for partners/directors in the case of partnership firm/company
5. Rate quoted by the tenderer in the proforma for financial bid (Annexure A)
6. All other supporting documents as required in the tender .

Yours faithfully,

Signature of the Tenderer (Seal if any)

Name of the Tenderer & Full Address :

Profile of the Tenderer

- 1 Name of the Tenderer

- 2 Address for Correspondence
with Telephone No, Fax No.
and email id

- 3 Local address with Telephone
No. and Fax No.

- 4 Details of Earnest Money
Deposit
- 5 Details of previous experience
as H. R. Agency

- 6 Whether the documents Yes/No
mentioned in the tender
application are enclosed with
the tender

Dated Signature of the Tenderer with seal

PROFORMA FOR FINANCIAL BID

**Tender for engaging H.R agency for outsourcing personnel for BOT and Other
Construction projects of KTDFC**

I/We.....

..... offer to
get engaged as H.R agency for outsourcing personnel for BOT and other construction projects of
KTDFC, at the quote indicated below:

(1) I/We quote percentage of one month's salary of the personnel to be selected
and provided, as onetime payment to be made by KTDFC for providing each personnel as per the
requirement of KTDFC, inclusive of all taxes and other statutory payments including service tax
as applicable, AND

(2) I/ We also quotepercentage of one month's salary of the personnel to be
selected and provided, as monthly fee to be paid by KTDFC, including all taxes.

I/We agree to replace the personnel in case any person is vacating the position within the
initial period of one year, free of charges.

My/our above offer will be firm for a period of 4 months.

I/We agree to deposit an amount of Rs.5,000/- towards security deposit and to execute an
agreement in stamp paper worth Rs. 100/- incorporating all the terms and conditions attached to
this tender and the letter of acceptance, within 30 days of acceptance of my/our tender.

Place:

Signature:

Date:

Name :