



KERALA FIBRE OPTIC NETWORK LIMITED

1st Floor, "Sankethika", PF Road, Vrindavan Gardens,
Pattom P.O, Thiruvananthapuram- 695004
Phone:0471-2969640,4068006

KFON/Admin/2024/ 306

Dated:12/01/2024

NOTICE INVITING TENDER FOR SUPPLY OF MANPOWER SERVICES

1. GENERAL:

Kerala Fibre Optic Network (KFON Ltd) is inviting tender from well reputed, duly registered and ISO certified Manpower Service Providers/Organizations based in Kerala holding offices at least in two districts of Kerala for providing manpower services to KFON Ltd initially for one-year, extendable up to three years on mutual consent basis, as per the following schedule:

1	Last date for receipt of Tender	20/01/2024
2	Opening of Part-I (pre-qualification Bids) of the Tender	22/01/2024
3	Opening of Part-II (Financial Bids)	23/01/2024

Note: If the date in above table happens to be holiday, the last date would be extended by next working day.

The Headquarter of M/s KFON Ltd is currently located at 1st Floor, Sankethika, PF Road, Vrindavan Gardens, Pattom, Thiruvananthapuram, 695004.

2. MANPOWER REQUIREMENT:

The tentative requirement of staff is given below. The actual requirement may vary from time to time.

Sl.No:	Designation	Tentative number	Posting location
1	Office Assistant	2	Trivandrum
2	Housekeeping	2	Trivandrum
3	Security staff	4 (24*7shift basis)	Trivandrum & Cochin

3. EDUCATIONAL QUALIFICATIONS REQUIRED:

- a) Office Assistant: Plus two/ pre degree pass, should have own two-wheeler with valid two wheel and four wheel driving license.
- b) Security/Housekeeping: Matriculate pass.

4. WAGES/RENUMERATION:

- i. The eligibility conditions & rate of payment to staff at clause No.3 will be decided by KFON Ltd on case-to-case basis.
- ii. The person deployed by the agency shall be entitled to one paid casual leave for one calendar month service rendered. No cash allowance would be allowed in lieu of such leave. The leave so earned have to be availed within a calendar year otherwise it will stand lapsed.

5. TENDER DOCUMENT:

- i. The Tender documents should be submitted in a sealed and signed envelope containing three sealed and signed mini envelopes as per the details given below. The cover containing the tender documents should be super scribed as "TENDER FOR ENGAGING THE MANPOWER AGENCY". The agency's name should also be visible on all the sealed covers. The sealed envelope should either be dropped in a box provided at KFON Head Quarters or sent by registered post to Managing Director, KFON Ltd, 1st Floor, Sankethika, PF Road, Vrindavan Gardens, Pattom, Thiruvananthapuram-695004.
- ii. One envelope should contain (a) Tender fee (non-refundable) of Rs. 1000/- plus GST and (b) Interest free Earnest Money Deposit (EMD) of Rs. 10000/-. Both tender Fee and EMD should be in the form of separate Demand Drafts drawn in favor of 'The Managing Director, KFON Ltd payable at Thiruvananthapuram. The envelope should be super scribed as "Tender Fee & EMD".
- iii. Part-I (Prequalification Bid). The second envelope should contain the required documents and should be super scribed as "Prequalification Bid".
- iv. Part-II (Financial Bid): The third envelope should only contain the information as per Annexure-I. The envelope should be super scribed as "PART-II: FINANCIAL BID".
- v. Qualitative Assessment of Prequalification bids will be done based on requirements given in the tender document and Service Providers/ Agencies will be shortlisted out of the available offers. Financial Bids of the eligible prequalified bidders will only be opened for the purpose of awarding the job. The agency may nominate its representative to attend the process of opening

of sealed envelopes. The per month service charge for supply of manpower should be clearly mentioned in figures and words. The service charge will remain un-changed during the period of Agreement. In case of over-writing the tender is liable to be rejected.

- vi. KFON reserves the right to cancel the tender process at any time before the award of contract, without assigning any reason to any bidder. KFON also reserves the right to accept or reject any or all bids without assigning any reason.
- vii. The Earnest Money Deposit of Rs.10,000/- will be refunded to the unsuccessful bidder without any interest within one month of finalization of Contract. The EMD is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, (c) Non-confirmation of acceptance of orders within the stipulated time after award of contract or (d) any unilateral revision made by the bidder during the validity period of offer.
- viii. All future Corrigendum, addendums, Amendments, Revisions, Extensions of bid dates (if any) about this Bid, shall be published only at KFON website under the link "Tenders" and not through press advertisement. All the bidders are requested to look at the KFON website regularly for this purpose.
- ix. The PAN, TAN, GST Number, ESIC & EPF registration number of the firm should be indicated. The tenders of the firms which do not have any of these will not be considered.
- x. The bidder shall abide by the terms & conditions of the tender strictly.

6. REQUIREMENT FOR PREQUALIFICATION BID:

The Pre-qualified Bid should contain the documents/information as per Annexure-II. Before submitting the tender documents, the agency should ensure that it is eligible as per the requirements contained in Annexure-II and including following conditions:

- i. The Service Provider/Agency/Firm is a duly registered one entity with a registered office in Kerala.
- ii. The service provider/agency should at least have 3 years of experience of deploying manpower in at least three reputed organizations. Work experience, as per Annexure-III of the Service Provider/Agency of providing manpower, of similar nature, in other PSUs/Departments of Government of Kerala during last three years i.e. 2020, 2021 and 2022. Copies of ongoing job orders and particulars of contact officer in the concerned Govt. Department/PSU are to be furnished for the purpose of verification.
- iii. The bidder should mandatorily have valid PAN, GST Registration, Labor registration PF, ESI registration. The copies of these documents to be attached with the pre-qualification bid.

7. OTHER TERMS AND CONDITIONS:

- i. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- ii. The persons to be deployed by the agency should not have any Police Records/ Criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of all workers to be deployed at KFON by the service provider will be got verified from local police by the service provider and submit the report there of in KFON. KFON shall reserve the right to accept or reject the worker recommended by the agency. The Service Provider shall withdraw such workers who are not found suitable by this office for any reasons immediately on receipt of such a request. An authenticated biodata of each worker has to be provided by the agency while deploying him in.
- iii. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the KFON Office.
- iv. The service provider must provide photo identity cards to the persons employed by it for carrying out the work. These cards are to be constantly displayed & their loss should be reported immediately. The service provider shall ensure proper conduct of these persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Pam masalas, Smoking, Loitering without work and gambling.
- v. The other statutory/legal requirements (if any) in respect of each worker of the agency shall be the responsibility of the agency as per the prevailing rules.
- vi. The manpower to be deployed by the agency will be required to work strictly as per the office timings of the KFON on all working days. No extra wages will be paid for attending the office on weekends / holidays / late sitting. The normal office working hours of KFON are from 9.00 AM to 5.30 PM with one weekly off on Sundays and other notified holidays. Attendance would be monitored strictly as per the Biometrics Attendance system installed in KFON and payment would be regulated accordingly. The timings for the security staff would be 24*7 on a shift basis.
- vii. The Agency on assignment of contract will depute one contact person as 'Supervisor' in the office of KFON to coordinate the day-to- day affairs/grievances relating to the workers deployed in KFON at its own cost. The authorized representative shall also receive instructions from the authorized officer of KFON. The person so nominated should have mobile and email facility and will be responsible for responding immediately to or sort out the issue preferably within 24 hours of call or communication. No extra charges will be paid by KFON on this account.
- viii. The Agency shall be responsible for timely compliance of the obligations under various laws and Acts, namely EPF Act, ESIC Act, Bonus Act, Gratuity Act, and

Workman Compensation Act etc. or under any other statutory requirements as applicable and amended from time to time in respect of the manpower deployed and to present the documents as and when required or asked for by the KFON.

- ix. The agency shall be the employer of the workers and any other staff deployed by it in KFON and in no case there shall be a relationship of Employer and Employee between the KFON and the said manpower.
- x. The manpower deployed by the agency shall have no right, whatsoever, for any appointment in KFON in temporary/ ad hoc/ daily wages/ regular capacity based on their work in KFON.
- xi. In case any of the person so deployed by the agency does not come up to the mark in terms of general discipline or does not perform her/ his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the agency on the request of KFON, shall immediately withdraw such person(s) from the premises of the KFON. KFON shall have the right to discontinue the services of the non-performing/dis-obedient workers at any point of time and without assigning any reason.
- xii. The agency shall keep the KFON indemnified against all claims whatsoever in respect of the employees deployed in KFON AT VARIOUS POINT OF TIME. In case, any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the agency to contest the same at appropriate forum(s).
- xiii. The deduction of Income Tax from the bills of the Agency will be made at source under the Income Tax Act, 1961 at the rate as applicable from time to time.
- xiv. In case of unsatisfactory services rendered by the contractor, KFON, reserves the right to terminate the contract even during the validity of the contract and no payment will be made after that. Of course, an opportunity shall be provided to the agency to clarify the position within a period of 15 days.
- xv. If any accident occurs with any worker of the contractor while doing his job, the KFON office will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor.
- xvi. The Agency shall disburse the wages to its workers deployed in KFON before 5th of each month through their bank accounts (e-transfer mode only/not in cash or cheque). The agency shall submit the monthly bill after disbursing the wages along with Biometrics attendance sheet and the same shall be paid by KFON after applying usual checks and also after deduction of usual taxes or/and other dues, if any. In the bill, the agency will clearly indicate the break-up of monthly payment details of each category of outsourced staff along with the Agency's service charges. The agency will clearly indicate the gross wages etc., each & every deduction made, and net payment made to each person. Documentary proof must be provided that the bank has transferred the amount in the accounts of each worker. The payment will be made on reimbursement

basis only and not in advance. Normally, the bills are paid within 10 working days of receipt of complete documents. The agency shall ensure to pay the wages in time irrespective of delay in payment of Bill by the KFON for whatever reason. In other words, the agency will not link the payment of wages to the payments due from KFON. The agency will also issue wage slips for every month to its workers showing ESI and PF number and gross wages, details of deductions made and net payment.

- xvii. The Festival allowances if any, declared by the government from time to time to the eligible persons and also as per rules, will be paid by agency at least five days before Onam or as the case may be from its own funds through their bank accounts (e-transfer mode) and submit the bill along with documentary proof showing the details such as (i) names of workers, and (ii) amount paid to each of them. KFON will reimburse the admissible amount paid by the agency subject to the condition laid down in the Government order.
- xviii. The quality of the Candidates to be provided by the agency will be ensured by the Agency. In case of non-satisfactory performance of any worker, the agency would be liable to provide alternate worker.
- xix. While submitting the bill, the service provider will submit the copies of documents such as deposit challan along with list of workers showing deposit of ESIC, EPF with the concerned agencies for month for which wages are claimed in bill. KFON reserves the rights to withhold bills if the agency fails to produce proof for having remitted the ESI and PF dues of workers.
- xx. All the statutory/ legal liabilities will be handled by service provider/ agency and KFON will not be liable for the same in any circumstances.

8. VALIDITY OF THE CONTRACT AGREEMENT:

The job contract will be awarded initially for a period of ONE YEAR EXTENDABLE UPTO THREE YEARS on year-to-year basis or in part thereof as per the requirement of KFON and based on review of the performance of the manpower and the agency with same terms and conditions.

Any violations of these terms and conditions will lead to termination of the contract with the Service Provider/ Agency and blacklisting of the agency for future jobs.

KFON will be free to deduct the amount of penalty for any of the violations as shown in the table below:

	Violation	Amount of Penalty
1.	Payment of wages to workers by the agency from 11th to 15th day of month	2% per day of the payable one month's payments for delayed days.

2.	Payment of wages to workers by the agency after 15th day of month	2.5% per day of the payable one month's payments for delayed days.
3.	Non-compliance of any valid written directions of KFON	Will be decided on case-to-case basis.
4.	Late deposit of PF or/and ESI with the concerned authorities.	1% per day of the payment of PF or/and ESI dues.

In case of any intentional/un-intentional loss that might be caused to KFON due to lapse on the part of worker/s deployed by the agency, such loss shall be compensated by the agency and in this connection, shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to KFON besides imposition of penalty.

In the event of any worker on leave/absent, the agency shall ensure suitable alternative arrangement to make up such absence within three working days.

As and when, KFON requires additional workers on temporary or emergency basis, the contractor will depute such workers in accordance with pro-rata daily rates. For the same, a notice of two days will be given by KFON.

If any of the worker deployed by the agency in KFON indulges in theft or any illegal/irregular activities, misconduct, the agency will take appropriate action as per law and rules against its erring worker in consultation with this office and intimate the action taken to KFON.

9. TERMINATION OF CONTRACT

- i. The Contract Agreement can be terminated by either of the party at any point of time and without assigning any reason thereof. However, notice period of such termination of the contract agreement will be of two months in advance.
- ii. Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favorable to KFON will be considered applicable at the time of dispute. Any legal dispute arising out of the Job contract will be settled in Thiruvananthapuram court only.

Managing Director

**FINANCIAL BID
FOR SUPPLY OF MANPOWER TO KFON**

KFON Reference NoDated:

1	Name of the Manpower Company/Firm/Agency/Contractor (In Capital Letters)	
2	Registered Address	
3	Tel. No.	
4	Contact Person (Duly authorized)	
	Contact Number	
	Email ID	

5. The monthly Service charges to be charged by the Service provider for per person deployed	
In figure	In Words

Date:

Place:

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/Firm/Agency/Contractor

ANNEXURE-II

PRE-QUALIFICATION BID FOR SUPPLY OF MANPOWER TO KFON

KFON Reference No.

Dated:

Sl.No.	Particulars	Required information	Page No.
1.	Name of the Tendering Manpower company/Firm/Agency/Contractor (Attach self-attested copy of certificate of registration)		
2.	Name of the Director of Company/Active Partner of Firm/Authorized Agent/Proprietor with Telephone Number Landline & Mobile		
3.	Full Address of Registered Office		
	Telephone Number		
	Fax Number		
	E-Mail Address		
4.	Name of the representative authorized to sign tender document including Financial Bid (If Any) (Attach original authorization letter)		
5	Banker of the Company/Firm/ Agency/Contractor with Full Address (Attach self-attested copy of latest bank statement)		
6	PAN No. (Attach self-attested copy)		

7	GST Registration No. (Attach self-attested copy)		
8	EPF Registration No. (Attach self-attested copy)		
9	ESI Registration No. (Attach self-attested copy)		
10	Annual Turnover of the manpower Firm/Agency/ Company as evident from the IT Returns.	(Rs. in lakhs) 2020-21: Rs. 2021-22 : Rs.	
11	Number of organizations where similar manpower contract has been undertaken from the year 2020-2022 (Should not be less than three) (Detailed Information as per annexure-III attached)		
12	Whether the firm have defaulted from payment to Govt./ Worker's dues at any point of time or Blacklisted by any Govt. Department/ PSU, etc		
13	Details of payment of tender fee of Rs.1000/- plus GST		
14	Details of payment of EMD (Rs.10,000/-)		
15	An Affidavit duly certified by Notary (i) that the sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law and (ii) that the sole proprietor or the partners of the firm/company has never been blacklisted or changed the name of the firm. (Attached or Not Attached)		

16	Copy of Tender Document attached with each page signed by the authorized representative and stamped (Yes or no)		
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I, Director of Company/Active Partner of Firm/Authorized Representative/Proprietor of have read/fully understood and accept the terms and conditions as contained in the Tender Document issued by the KFON Ltd vide dated

Date:

Place:

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/Firm/Agency/Contractor