

BID DOCUMENT
Open Competitive Bid (OCB)
E-Procurement

For

**Outsourcing Manpower Services to Office of the
Vice Chancellor,
Rajiv Gandhi University of Knowledge Technologies-
Andhra Pradesh**

Proprietary & Confidential



**Rajiv Gandhi University of Knowledge Technologies - AP
Tadepalli (V), Mangalagiri (M), Guntur (Dist.),
A.P – 522501.**

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News paper advertisement

E-Procurement Tender Notice



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

Tadepalli(V), Mangalagiri (M), Guntur (Dist.), A.P – 522501

Ref. No: VICE CHANCELLOR OFFICE/RGUKT-AP/E-Proc/outsourcing/ T01/2017

Dated: 25.11.2017

E-Procurement Short Tender Notice

E- tenders are hereby invited for selection of an Agency for providing Manpower services on outsourcing basis at the premises of Office of the Vice Chancellor located at Tadepalli (V), Mangalagiri (M) Guntur District, Andhra Pradesh.

Interested bidders can download and submit the bids online from 27.11.2017 to 07.12.2017 up to 05:00 PM through <https://tender.apecurement.gov.in> (AP Portal). For further details please visit our website: www.rgukt.in or <https://tender.apecurement.gov.in> (Andhra Pradesh Portal)

Date: 26.11.2017

**Sd /-
AAO
RGUKT-AP**

Time schedule of Tender related events

Bid calling date	25.11.2017
Bid Documents Downloading Start date	27.11.2017 from 10:00AM
Bid Document Downloading End Date	07.12.2017 till 04:00PM
Last date for uploading documents online	07.12.2017 at 05:00 PM.
Last date for Submission of documents (hard copies)	08.12.2017 at 04:00 PM.
Technical Bid opening date/time	11.12.2017 at 10:00 AM.
Price Bid opening date/time	11.12.2017 at 12:00 PM
Contact person	AAO, RGUKT-AP
Reference No.	Ref. No: RGUKT-AP/E-Proc/outsourcing/ T01/2017

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s.VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com, Phone: +91 40-39999700, 39999701

Sd/-
AAO
RGUKT-AP

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on procurement@rgukt.in on or before 04.12.2017. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S. No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT-AP website i.e. www.rgukt.in as well as on e-procurement platform <https://tender.apecurement.gov.in>.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any.

SECTION – I

INVITATION FOR BIDS

Ref. No: RGUKT-AP/E-Proc/outsourcing/ T01/2017

Dated: 25.11.2017

Subject: Tender call for selection of an Agency to provide employees of various categories of posts on Outsourcing basis– Reg.

Sir/Madam,

- 1) Bids are invited on the e-procurement platform from the reputed and experienced Outsourcing Service Agencies to provide manpower services at office of the Vice Chancellor, RGUKT-AP. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of **Government of Andhra Pradesh** i.e. <http://tender.apecurement.gov.in>
- 2) In-order to participate in the tender, bidders has to register on the e-Procurement market place <https://tender.apecurement.gov.in/login.html>. On registration with the e-Procurement market place, bidders will be provided with a user id and password by the system, through which they can submit their bids online. The bidders need to scan and upload the required documents as mentioned in this tender document.
- 3) The participating bidder/s will have to pay non-refundable tender processing fee Rs.1,000/- in the form of Demand Draft drawn from any Nationalized Bank, in favor of "The Registrar,RGUKT-AP,Tadepalli" payable at SBI, Tadepalli.
- 4) The bidder/s shall furnish, as part of the bid, the Bid security (EMD) for the amounts specified in the Section-II of Tender Document.
- 5) After uploading the documents, the copies of the uploaded documents of technical bid along original Demand Drafts in respect of Bid document fee and Bid Security (EMD) should be submitted offline to AAO, RGUKT-AP by 04.00PM of 08.12.2017. No physical submission of the financial bid will be accepted. RGUKT-AP will consider only the bids submitted through on-line over the copies of the paper based bids.
- 6) Further, all the participating bidders have to electronically pay a non-refundable transaction fee of Rs. 1,000/- through online to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
- 7) RGUKT-AP will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with RGUKT-AP was found poor and also against whom there have been adverse reports of Poor Service, as defined in the other parts of the Bidding document.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions here in. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

For any clarification and further details on the above tender please contact Telephone No: 08645274475 or Contact Person during office hours. Email: procurement@rgukt.in

SECTION-II
STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

Item	Description
Bid Document fee	Rs. 1,000/- (By way of DD from any Nationalized Bank)
EMD	Rs.10,000/-(by way of Demand Draft from any Nationalized Bank or by way of Irrevocable Bank Guarantee from any Nationalized Bank. DD/BG from other than Nationalized Banks will not be accepted)
Non refundable transaction fee payable through online to APTS	Rs. 1,000/-
Bid Validity Period	90 days from the date of opening of commercial bid
EMD Validity Period	90 days from the date of opening of commercial bid
Contract Agreement	1 year from the date of award of work contract
Period for signing the order Acceptance	Within 7 days from the date of receipt of notification of award
Performance security value	10 % of annual contract value
Period for furnishing performance Security	Within 7days from date of receipt of award
Performance security validity period	60 days beyond contact period
Payment terms	Monthly payment will be released based on the day wise biometric attendance particulars and performance certificate certified by the concerned authorities.

SECTION-III

TENDER SCHEDULE

A. PREAMBLE

The Government of Andhra Pradesh has established Rajiv Gandhi University of Knowledge Technologies (RGUKT) in 2008 to cater the educational needs of the meritorious rural youth of Andhra Pradesh. The Office of the Vice Chancellor is located at Tadepalli(V), Mangalagiri(M), Guntur(Dist.), A.P- 522501. It has spacious administrative buildings, The office of the Vice Chancellor, RGUKT-AP requires manpower to meet the desired performance of various departmental activities.

Accordingly, the Vice Chancellor, RGUKT-AP invites e-tenders under two-bid system as mentioned hereunder from the reputed and experienced agencies for providing outsourcing of manpower services to Office of the Vice Chancellor, RGUKT-AP for a period of One year and extendable to one more year.

B. SCOPE OF WORK

Providing manpower services on outsourcing basis to Office of the Vice Chancellor, Tadepalli(V), Mangalagiri(M), Guntur(Dist.), A.P- 522501 to ensure desired performance of various departments. According to the institute needs, agency should provide various posts mentioned in the GO Ms No. 151 dt. 08-08-2016. Tentative manpower requirement is given in 15-20 no's. For filling the specified posts 100 points rule of reservation should be followed scrupulously as indicated in departmental website of social welfare department. The existing staff should be given preference in the process of filling the posts. Outsourcing requirement may vary $\pm 30\%$ to the numbers indicated above.

Note : Intending tenderers shall visit the Office of the Vice Chancellor, RGUKT-AP, currently located at Tadepalli(V), Mangalagiri(M), Guntur(Dist) to acquaint with local site conditions, nature and requirement of work, present conditions of Premises/fittings/fixtures, etc., before quoting for the tender.

ELIGIBILITY CRITERIA

1. The agency/contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing Outsourcing of Manpower Services.
2. The agency should have registered with the Central Labor Commissioner, Income Tax Department, Employees Provident Fund Organization, Employees State Insurance and Service Tax Authorities. Further the agency should be a registered contractor under Contract Labor (Regulation and Abolition) Act, 1970.
3. The agency should have minimum of **One year** experience in providing man power in State Government/Central Government/PSU/Autonomous Body under Government/Govt. Institutions/Educational Institutions.
4. The agency should have successfully completed at least two works costing not less than a total of INR 10,00,000 (Ten Lakhs) in the last year in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational institutions.

5. The agency must have sound financial stability with an average annual turnover of INR **25 Lakhs** in preceding One financial years.
6. The agency should not have been debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank or any major Enterprise /Organization in India in doing business with them.
7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
8. The agency should have minimum employees of 20 members in outsourcing services at the time of bid calling date and should provide compliance of minimum wage to employees as per minimum wages act.
9. The agency should have a registered/branch offices in Andhra Pradesh. If office is within 60 KMs from Office of the Vice Chancellor, RGUKT-AP, extra weight age will be given. Billing/Invoice should be done from any of these offices located in AP only.

C. BID DOCUMENT FEE AND BID SECURITY (EMD) AMOUNT

1. Bid Document Fee: A Demand draft of **Rs. 1,000/- (Rupees Twenty Five Thousand only)** towards non-refundable bid document fee, drawn in favor of "The Registrar, RGUKT-AP, Tadepalli" payable at SBI, Tadepalli. should accompany the tender documents.
2. Bid security (EMD) amount: A refundable amount of **Rs10,000/-** as earnest money deposit (EMD) in the shape of DD from any nationalized bank in India (valid for a minimum period of 3 months from the date of opening of tender) should accompany the bid documents. The DD should be drawn in favor of "The Registrar, RGUKT-AP, Tadepalli" payable at SBI, Tadepalli. The bid security shall also bank guarantee or an irrevocable letter of credit or cashier's certified cheque, issued by a reputable bank scheduled in India and having at least one branch office in Guntur. Firm should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. No interest will be payable by the purchaser on the Earnest Money Deposit.

Note: In the absence of bid document fee and bid security, the tender will not be accepted.

D. INSTRUCTION TO BIDDERS

1. The tender document would be prepared in English. All the pages of the tender document should bear the dated signature (in ink) of the bidder with stamp of Firm. Any over-writing corrections & cuttings should bear dated initials of the bidders. Corrections should be made by writing again instead of shaping or over-writing.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

3. **Cost of bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and RGUKT-AP will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
4. Further all the participating bidders have to electronically pay a non-refundable transaction fee through online to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
5. Individual signing the tender or other documents connected with contract must specify whether he sign as: (a) A sole proprietor of the concern or constituted attorney of such sole proprietor; (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm. (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
6. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, RGUKT-AP may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
7. **Amendment of bidding documents:** At any time prior to the deadline for submission of bids, RGUKT-AP, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment displayed on the website of RGUKT-AP (<http://www.rgukt.in>). In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the RGUKT-AP, at its discretion, may extend the deadline for the submission of bids.
8. Bids would be rejected for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
9. Notwithstanding anything specified in this document, RGUKT-AP unconditionally and without assigning any reasons, reserve the rights (a) To accept or reject the lowest tender or any other or all the tenders, at any time prior to the award of the contract/purchase/work order, without incurring any liability to the affected tenderer or tenderers; (b) To accept any tender in full or in part (c) to reject the tender offer not conforming to the tender terms; (d) To give purchase preference to Public Sector Undertaking/manufacturer wherever applicable as per Govt. Policy/Guidelines. The decision of the Vice Chancellor, RGUKT-AP is final and binding.
10. RGUKT-AP reserves its right in not considering the bid of a bidder, if such bidder was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.
11. No conditional offer will be accepted. Bids received with quote on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made. Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

12. **Bid forms:** Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases the bidder shall design a form to hold the required information.
13. **Period of validity of bids:** Bids shall remain valid for minimum 90 days from the date of bid opening prescribed by RGUKT-AP. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the RGUKT-AP may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.
14. Submission of the tender will signify the acceptance of all the instruction, terms and conditions of the contract. As a token of acceptance, the tenderer should sign and affix his firm's stamp at each page of the bid document and all its annexure. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BID DOCUMENT.**
15. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).
16. **Clarification of bidding documents:** A prospective vendor requiring any clarification of the bidding documents may notify RGUKT-AP contact person. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that RGUKT-AP shall not entertain any correspondence regarding delay or non-receipt of clarification from RGUKT-AP.
17. Bidder shall not approach Office of the Vice Chancellor, RGUKT-AP officers outside of office hours and / or outside Office of the Vice Chancellor premises, from the time of the tender call notice to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the RGUKT-AP, it should do so in writing.
18. **Late bids:** Bids must be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice. Further, the requested hard copies of the same should reach the RGUKT-AP contact person on or before last date mentioned in the tender call notice. RGUKT-AP shall not be responsible for any postal delay about non-receipt /non delivery of the bids or due to wrong addressee. Any bid not received by the RGUKT-AP contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.
19. **Corrupt, fraudulent and unethical practices:**
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution.
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence evaluation process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition

- c. "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision etc after opening of first bid will be treated as unethical practice.

RGUKT-AP will reject a proposal for award and also may debar the bidder for future tenders in Office of the Vice Chancellor, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

E. Enquires

It is proposed to conduct a Pre-Bid meeting on mentioned date and time in Time Schedule of this document (Venue: Flat No:202,NRI Block,Mahendra Enclave,Tadepalli,Guntur). The purpose of the meeting is to answer the questions of the prospective bidders on technical bid and commercial terms and conditions of this tender.

View above, prospective bidders are advised to submit their doubts / questions /clarifications, if any, through Mail, (Mail ID: procurement@rgukt.in) or 08645 274475 before the date of 04-12-17.

Any modification of the bidding documents which may become necessary as a result of the enquires shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment in the website of the RGUKT-AP(www.rgukt.in). No clarifications will be entertained beyond the date of 04-12-17.

F. PREPARATION OF BID

Tenders are invited under two bid system viz., Part-1: Technical bid and Part-2: Financial Bid. Bidders are requested to prepare the tender documents according to the following instruction.

Part-1: Technical bid: It should contain the following self- attested photocopies.

1. Technical Bid Check list (**Annexure-1**)
2. Bidder letter Form (**Annexure-2**)
3. Bidder Information sheet (**Annexure-3**)
4. Valid Registration certification of the Agency/Firm
5. Valid GST registration certificate
6. Valid PAN card
7. Registration with EPF and its contribution
8. Registration for ESI and its contribution
9. Valid License and Number under Contract Labour(Regulation and Abolition) Act, 1970.
10. Income Tax Return for the last financial year for the support of turn over
11. Document/Papers supporting previous experience minimum for one year
12. List of major customer whom which the similar service executed (**Annexure-4**)

13. Satisfactory performance certificate from past customer for each work completed in the last one years.
14. Details of office/branch in AP(**Annexure-5**)
15. Self-declaration stating that “Firm has not been barred/blacklisted by any organization in doing business with them” (**Annexure-6**)
16. Price reasonability certificate (**Annexure-7**)
17. Undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.
18. Acceptance of all the instructions, terms and conditions mentioned in this bid documents and conforming no deviation. As a token, tenderer should sign and affix his firm’s stamp at each page of the bid document and all its annexures.
19. Any additional information, which Firm thinks is necessary in regard to its capabilities to establish that Firm is capable in all respects to successfully complete the envisaged work.

All the above documents arranged according to the mentioned order and must be serially numbered by ink at bottom right corner.

Part-2: Financial bid: The bidder shall prepare the price bid as prescribed proforma (**Annexure-8**) of the bid document.

1. Agency should quote commission in percentage on remuneration (excluding all statutory obligations) to be paid to the outsourcing employees.
2. The remuneration will be paid to the outsourcing employees as per prevailing state government GO Ms. 151 dated 08-08-2016. The Office of the Vice Chancellor, RGUKT-AP will pay all the statutory contributions/deductions towards applicable ESI, EPF and GST apart from the remuneration as per the state government norms.
3. The percentage of the agency commission shall not exceed 5% of remuneration and should not be less than 1%.
4. Agency commission quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

G. BIDSUBMISSION

Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre bid meeting in their bid. All the three parts of the bid shall be submitted online on www.apecurement.gov.in platform. The hard copies of all the uploaded Technical Bid along Bid document fee and Bid Security (EMD) should be submitted offline to AAO, RGUKT-AP. The following procedure may be followed for the bid submission.

Online Submission:

1. The participating bidders in the tender should register themselves on e-procurement platform in the website <http://tender.apeprocurement.gov.in> and on registration with the e-Procurement market place; bidders will be provided with a user id and password by the system.
2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.
4. The bidders should scan and upload the respective documents in technical bid documentation as detailed at Tender Schedule including EMD.
5. The bidders shall sign on all the statements, documents and certificates uploaded by them, owning responsibility for their correctness/authenticity.
6. Financial Bid: the rates should be quoted in online only

Offline Submission:

1. Bid document fee and Bid Security (EMD) should be sealed in a separate envelope (ENVELOPE-ONE), duly super-scribed as "Tender Fee".
2. The uploaded Technical Bid which containing above mentioned supporting documents should be sealed in separate envelope (ENVELOPE-TWO), duly super-scribed as "Technical Bid".
3. The two separate envelopes are to be sealed again in a bigger envelope (ENVELOPE-THREE). The sealed bigger envelope super-scribed as "Tender call for selection of an Agency to outsource employees of various categories of posts on Outsourcing basis" should reach "AAO,Rajiv Gandhi University of Knowledge Technologies-AP, Flat No:202,NRI Block,Mahendra Enclave,Tadepalli(V), Mangalagiri(M), Guntur (Dist.), A.P – 522501 on or before 08.12.2017 .

Note: Physical submission of financial bids will not be accepted. Further, there shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed, the bid document will be summarily rejected in the first instance itself.

H. BID EVALUATION PROCEDURE

The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Any participating vendor may depute a representative to witness these processes. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or RGUKT-AP may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

The Tenderer is at liberty to be present or to authorize a representation to be present at the opening of the tender. The name and address of the representation who would be attending the opening of the tender on your behalf should be indicated in the tender. Please also state the name and address along with telephone Nos. of your permanent representative, if any.

1. **Opening of bids:** Bids will be opened on the e-Procurement web site at the scheduled time & date by the AAO, RGUKT-AP or his authorized representative in the presence of the bidders or their

authorized representative who may be present at that time. Bids that submitted on both online and offline within last date of submission are only considered for opening and their names will be read out. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

The sealed envelopes of bidders whose name read out will be opened and evaluated by a duly constituted committee. In the process of evaluation, comparison of bids, RGUKT-AP reserves the right to reject any or all bids.

2. **Bid Document Fee and Bid Security (EMD) amount:** At first stage, ENVELOPE-ONE of the bid will be opened. The bid document fee and EMD will be scrutinized first for the amount and validity period. The bids submitted with required bid document fee and EMD amount/validity only are considered for the evaluation. The bids submitted with insufficient bid document fee and EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.
3. **Evaluation of Technical bids:** At second stage, ENVELOPE-TWO: Technical bid of bidders who submitted bid document fee and EMD amount will be opened and evaluated by the constituted committee. The documents furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. The evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation. Further, RGUKT-AP may ask vendor(s) for additional information and technical faculties to verify claims made in Technical bid documentation. The concerned bidder, on demand, should be able to demonstrate functional requirements as described in the specifications.
4. **Evaluation of financial bids:** At third stage, financial bids of those vendors who satisfy all phases of technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. RGUKT-AP will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid. If there is a discrepancy between words and figures, the amount in words will prevail. RGUKT-AP may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.
5. **Award Criterion:** Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire period for the services. Further, it will not be obligatory for the RGUKT-AP to accept the lowest quotation & no explanation shall be given for the cause of rejection of quotation to any bidder.

In case two or more agencies are found to quote the same percentage of commission, RGUKT-AP shall decide about the Agency to which the offer shall be granted. Such decision by such authority shall be final.

Note: Any effort by a bidder to influence RGUKT-AP officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids.

I. AWARD OF CONTRACT

1. **Notification of award:** Prior to expiration of the period of bid validity, RGUKT-AP will notify the successful bidder(s) in writing through Speed Post / Fax / e-mail or any other form of communication that its bid has been accepted. At the same time as the RGUKT-AP notifies the successful bidder that its bid has been accepted, the RGUKT-AP will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. **Performance Security:** The successful bidder shall require to submit the performance security within 7 days from the receipt of notification of award. The performance security shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Guntur, Vijayawada in the form provided in the bidding document or another form acceptable to the RGUKT-AP; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of "The Registrar, RGUKT-AP, Tadepalli ". payable at SBI, Tadepalli
3. **Signing of contract:** On submission of performance security, the successful bidder is required to execute an agreement on a non judicial stamp paper of appropriate value in a prescribed format.

Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the RGUKT-AP may make the award to another bidder or call for new bids.
4. **Return of EMD:** Upon the successful bidder(s) signing on the contract, RGUKT-AP will promptly notify each unsuccessful bidder. The bid security (EMD) of all the bidders shall be refunded without any interest on it within 30 to 90 days after awarding of the contract.

J. TERMS AND CONDITIONS

1. **The contract is initially for a period of 1 year. The contract may be extended for one more year based on the performance of the agency and/or institute needs. The requirement of actual manpower may vary according to the need and may be reviewed / reduced / enhanced as and when required.**
2. The Bidder should not hold / possess any work or service contract with the institute at the time of award of contract.
3. The successful bidder will not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of RGUKT-AP.
4. During the period of agreement, the RGUKT-AP is at liberty to alter/modify/add/delete any of the conditions of the agreement in the interest of the RGUKT-AP.
5. The selected agency should obtain and produce license under the Contract Labour (Regulation & abolition Act 1970) from the labour department. The agency should maintain and if necessary submit to the RGUKT-AP for inspection on demand the records such as Muster roll, Payment register etc.

6. The bidding agency will be bound by the details furnished by them to RGUKT-AP, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the agency is liable for LEGAL ACTION besides termination of contract.
7. The bidder shall ensure that the personnel deployed at RGUKT-AP conform to the STANDARDS prescribed in the Tender Document.
8. The successful bidder should furnish the following documents in respect of each personnel deployed at Office of the Vice Chancellor, RGUKT-AP before the commencement of contract.
 - a. List of personnel identified / selected by agency for deployment at RGUKT-AP, with Bio-data i.e. date of birth, age, qualification address etc.,
 - b. Character certificate from a Gazette officer of the Central / State Government.
 - c. Certificate of verification of antecedents of persons by local police authority.
9. RGUKT-AP is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the RGUKT-AP. The agency should make its own arrangements.
10. The selected agency should designate / deploy a field officer at its own cost who would regularly interact with officers of the RGUKT-AP, so that better co-ordination, services and utilization of optimal manpower deployment could be addressed.
11. The agency should ensure that the personnel deployed at the RGUKT-AP are solely deployed only at the RGUKT-AP, and shall not be shared across organizations.
12. The personnel should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the RGUKT-AP.
13. The agency should ensure good behavior, conduct, and sincere discharge of duty by the personnel engaged by them. The personnel of the Agency should perform their duties effectively and diligently to uphold the dignity of the RGUKT-AP.
14. The selected agency should ensure that any information related to Research, Operational process, Technical know-how, Security Arrangements and Administrative / Organizational matters are not divulged or disclosed to any person by their personnel deployed at the RGUKT-AP.
15. The Agency should be responsible for any act of indiscipline on the part of the personnel deployed by them and should also ensure that they do not indulge in consumption of Alcohol / Smoking while on duty.
16. In case, the personnel employed by the successful bidder commits any act of Omission / Commission that amounts to Misconduct / Indiscipline / Incompetence , the selected agency should take appropriate disciplinary action against such personnel immediately when such instances are brought to the notice of the Agency, failing which it would amount to breach of contract and may lead to termination of contract.
17. If the RGUKT-AP suffers any loss or damage on account of negligence, defaults or theft on the part of the employees of the agency, then the agency / service provider shall be liable to reimburse the value of the loss, as decided by the RGUKT-AP for the same.

18. The agency should not involve in any bribery or other unethical activities with anyone employed at the RGUKT-AP. The involvement in any such activity shall entail a penalty of Rs.10,000/- for each such incident.
19. If the agency fails to provide services to the satisfaction of the RGUKT-AP on any of the above counts, the same will be communicated to the agency in writing. If three such notices are issued to the agency, the contract will be terminated and the agency shall forfeit the Performance Security.
20. Under no circumstances, the staff members and / or the workmen / employees of the agency shall be treated, regarded or considered or deemed to be the employees of RGUKT-AP and the agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all their employees deployed by the agency and shall indemnify and keep indemnified RGUKT-AP against any claim that may have to meet towards the employees deployed by the agency.

21. Legal terms and conditions

- a) For all intents and purposes, the bidder shall be the "Employer" within the meaning of various Labour Legislations in respect of manpower so employed and deployed at RGUKT-AP, for services on contract.
- b) The selected agency shall alone be solely responsible for the redressal of grievances / resolving of disputes relating to person deployed. RGUKT-AP, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- c) The personnel of the Agency shall not take part directly or indirectly in any of the activities of the Association / Union of the employees of the Institute.
- d) The Agency shall be solely responsible for compliance to the provisions of various Labour laws, such as, wages, allowances, compensations, EPF, Bonus. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - i. The Payment of Wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Contract Labour (Regulation) Act, 1970
 - iv. The Payment of Bonus Act, 1965
 - v. The Payment of Gratuity Act, 1972
 - vi. The Employees State Insurance Act, 1948
 - vii. The Employment of Children Act, 1938
 - viii. Minimum Wages Act, 1948
- e) The agency shall alone be liable to pay compensation for any damage / death / injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work / duty at the RGUKT-AP and outside the RGUKT-AP during the contract period.
- f) **The selected agency will be required to pay remuneration fixed by Govt. of AP to the out sourcing employees as per the GO Ms. 151.**

- g) The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at RGUKT-AP.
- h) The selected agency shall also be liable for depositing all Taxes, Levies, Cess etc., & Income Tax to concerned tax authorities from time to time as per the rules and regulations on the matter.
- i) The selected agency shall maintain all statutory registers applicable under the Law. The agency shall produce the records on demand to the concerned authority of RGUKT-AP or any other authority under Law.
- j) In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof RGUKT-AP is put to any loss / obligation, monetary or otherwise, RGUKT-AP will be entitled to recover such damage / loss out of the outstanding bills or from the Performance Security Deposit of the agency.
- k) The selected agency will indemnify RGUKT-AP from all legal, financial, statutory, taxation, and any other liabilities.

22. Financial terms and conditions

- a) No advance amount will be paid to agency
- b) The proof of remittance of statutory deductions of PF, ESI, GST, as appropriate to the respective agency for those employed at RGUKT-AP must be provided by the selected agency to RGUKT-AP every month along with the bill failing which the claim bill shall not be settled. These remittances/payments must be made in a separate challan specifically for the contract personnel deployed at RGUKT-AP in the name of RGUKT-AP.
- c) The rates agreed upon except the remuneration paid to employee and GST as notified from time to time by the state Government shall remain unchanged until the expiry of contract period or till they are amended by the RGUKT-AP.
- d) The agency shall submit the bill, in triplicate, along with attendance sheet (attendance records as per Bio-metric attendance recording system which duly verified and attested by RGUKT-AP authorities) in respect of the persons deployed and submit to Finance Office at Office of the Vice Chancellor, RGUKT-AP by the third week of the subsequent month. The payment will be released within two weeks from the date of submission of such bills. The claims in bills regarding Tax if any should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of RGUKT-AP. The payment of the bill will be effected only on production of copy of the months wage sheet, ESI, EPF, and service tax remittance and half yearly / yearly return under the respective Acts.
- e) The monthly wages of the employees for a month should be paid on or before 5th of the succeeding month without waiting for the payment from the institute. **Failure to do so will result in levy of penalty of 0.5% of total bill per day.**
- f) The contractor must ensure that entitled wages of the workers are credited to their bank account on or before 5th of the succeeding month. Contractor shall not enjoy any relaxation in

this matter. While submitting the bill, the service provider must file a certificate certifying the following:

- i. Wages of the workers were credited to their bank account on _____(Date)
- ii. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (Date). Copy of the Challan to be enclosed.
- iii. EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (Date). Copy of the Challan to be enclosed.

23. **Termination of the contract:** The contract can be terminated in under any of the following conditions :

- a) RGUKT-AP shall be at liberty at its entire discretion to terminate the contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his personnel employed by it.
- b) Insolvency or dissolution of the partnership firm or death or adjudications insolvent of any partner of the Agency.
- c) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
- d) If Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the Vice Chancellor, RGUKT-AP whose decision in that behalf shall be final is prejudicial to the interest or good name of the Institute.
- e) Violation of the provisions of Contract Labour (R & A) Act 1970, rules schemes or notifications issued by the Central or AP State Govt. from time to time, as applicable.
- f) RGUKT-AP, may at any time by giving 30 days written notice to the agency, terminate the Contract, for its convenience. The notice of termination shall specify that termination is for the RGUKT-AP convenience, the extent to which performance of the agency under the Contract is terminated, and the date upon which such termination becomes effective.
- g) The agency shall give a notice of 3 months (90 days) before withdrawing their services from the RGUKT-AP during the contract period. In case the service is not found to be satisfactory, the contract shall be terminated by RGUKT-AP by giving notice of one month to this effect. On termination/expiry of the contract, the, Agency will immediately remove all its personnel from the premises of the RGUKT-AP.

24. **Resolution of disputes:** The RGUKT-AP and the agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. The Vice Chancellor, RGUKT-AP is the final authority for settling any disputes and the decision of the Vice Chancellor in this regard shall be final and binding on all. If, after thirty (30) days from the commencement of such informal negotiations, the RGUKT-AP and the agency have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party. The dispute resolution mechanism shall be as follows:

In case of a dispute or difference arising between the RGUKT-AP and the agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. All Arbitration proceedings shall be held within the Jurisdiction of Guntur (AP).

27. Qualification Details for Manpower:

The categorywise Qualification Details of the Manpower are given in G.O.M.S
151.

Annexure-1
Technical Check List

S.NO	Particulars	Name of the file uploaded	Page Name
1.	Bid Processing Fee by way of DD from any nationalized Bank		
2.	EMD (DD) from a Nationalized bank		
3.	Bidder letter Form		
4.	Bidder Information sheet		
5.	Valid Registration certification of the Agency/Firm		
6.	Valid GST Registration certificate		
7.	Valid PAN card		
8.	Registration with EPF and its contribution		
9.	Registration for ESI and its contribution		
10.	Service Tax registration certificate		
11.	Valid License and Number under Contract Labour Act and under any other Acts/Rules		
12.	ISO Certificate		
13.	Annual returns of previous three years supported by audited balance sheet		
14.	Document/Papers supporting previous experience minimum for three years		
15.	List of major customer whom which the similar service executed		
16.	Satisfactory performance certificate from past customers for each work completed worth above Rs 10 lakh in the last three years.		
17.	Details of office/branch in AP		
18.	Self-declaration stating that "Firm has not been barred/blacklisted by any organization in doing business with them		
19.	Price reasonability certificate		
20.	Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in RGUKT-AP		
21.	Undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.		
22.	Acceptance of all the instructions, terms and conditions mentioned in this bid documents and conforming no deviation. As a token, tenderer should sign and affix his firm's stamp at each page of the bid document and all its annexure.		
23.	Evaluation Matrix for Award of Contract		

24.	Any additional information, which Firm thinks is necessary in regard to its capabilities to establish that Firm is capable in all respects to successfully complete the envisaged work.		
25.	Any other information/documents that are required in the bid document		

NOTE: All pages of the bid documents must be serially numbered and signed.

Place & Date: Bidder's Signature with Seal

Annexure-2 Bidder Letter Form

From:

(Registered name and address of the bidder)

To

The Vice Chancellor,

RGUKT-AP,

Tadepalli(V), Mangalagiri (M),

Guntur (Dist.), A.P – 522501

Sir,

Having examined the bidding documents and amendments there on, for providing Outsourcing of Manpower Services at Office of the Vice Chancellor, RGUKT-AP, in response to your tender call dated

.....

1. I/We hereby offer to provide outsourcing service as listed in the schedule to this tender hereto as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
2. I/we shall be bound by a communication of acceptance / rejection by RGUKT-AP.
3. I/We have understood the scope of work, Instruction to bidders and terms and conditions of contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the service required and my/our offer is to provide outsourcing service strictly in accordance with the specifications and requirements.
4. Certified that ours is:
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor (OR)
 - b) A partnership firm, and the person signing this bid document is a partner of the firm and has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement /by virtue of general power of attorney (OR)
 - c) A company and the person signing the document is the constituted attorney/ authorized signatory.(NOTE: Strike out whatever is not applicable. All corrections/deletions should invariably be attested by the person authorized to sign the bid document).
5. I/We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
6. If bid is accepted, I/we undertake to;
 - a) Provide services/execute the work according to the time schedule specified in the bid document,
 - b) Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and

- c) Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
- 7. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Yours faithfully,

(Signature)

Dated this day of _____

Address:

Telephone: _____

FAX _____

E-mail _____

Annexure-3

Bidder Information Sheet

1. Name of the organization:
2. Year of establishment:
3. Registered Office Address
4. Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners / Directors / Managing Director / Chairman and Managing Director (Please use separate sheet if found necessary)
5. Nature of the firm (Proprietorship/ Partnership/ Private Limited or Cooperative body etc)
6. License number under Contract Labor (R&A) Act.
7. Registration No of Firm
8. Service Tax Registration or GST No.
9. PAN No.
10. Provident Fund Account No.
11. ESI Number
12. Name & Designation of Authorized person:
13. Phone No.
14. Fax No.
15. Email-ID
16. Total No. of branch offices in AP

17. Any other trade / business in addition to Outsourcing Services
18. Total experience (Years / Months) in Outsourcing Services Field
19. Have your Concern / Firm / Company ever changed its name any time? If yes, provide the previous name and the reasons there for?
20. Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.
21. Brief details of Litigations, if any, connected with Outsourcing Services work, Current or during the last three years, the opposite party and the disputed amount.
22. Specify whether there are any issues / disputes against your Agency / Firm / Company are pending before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,
23. Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved
24. Details of Awards, if any received or Reviews in the Media, if any
25. **Bank Details of the Agency:**

Bank Name

Bank Address

Bank Account Number

IFSC Code

26. Bid Document Fee
(Non-refundable)

Amount Rs. :

DD No. :

DD Date :

Issuing Bank & Branch :

27. EMD

Amount Rs. :

DD No. :

DD Date :

Issuing Bank & Branch :

Place & Date: Bidder's Signature with Seal

Annexure-4
List of Major Customers (Both Ongoing and Completed)

S.No.	Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Outsourcing Services (viz., Outsourcing Services to educational institutions, Factory, etc.,)	Work order Value (Rs.)	Number of Personnel Deployed	Period of Contract	
					From	To

Annexure-5
Details of office/branch in AP

S.No	Full Address of Office	Contact person with phone No.	No of Employees

Annexure-6
NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the ----- [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will provide outsourcing of manpower services as per the specification given by RGUKT-AP and also abide all the terms and conditions stipulated in the bid document.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and RGUKT-AP may imposed any action as per the rules.

Date :

Name :

Place :

Business Address :

Signature of Bidder :

Seal of the Bidder :

Annexure-7

PRICE REASONABILITY CERTIFICATE

1. I/We _____ hereby certify that the service charge quoted by us in our offer letter No.....are not higher than prices to any Government Department/PSU/Institution.
2. I/We further certify that I/We will not quote for outsourcing of manpower services in offer letter at service charge lower than quoted to any Government/Semi Government/ Public/ Charitable Trust Organization/ Institution/ Wholesalers/ Stockiest/ Distributors within the period of 90 days preceding the last date of submission of the offer.
3. I/We hereby undertake that I/We will not quote for outsourcing of manpower services in offer letter at prices lower than those quoted to any Government/Semi Government/ Public/ Charitable Trust Organization/ Institution/ Wholesalers/ Stockiest/ Distributors within the period of validity of the offer/rate contract.
4. I/We also undertake to bring the attention of the Vice Chancellor, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Vice Chancellor regards to the determination of quantum payable shall be final.

Date:

(SIGNATURE & STAMP OF THE AUTHORIZED SIGNATORY)

Annexure-8
Price Bid Format

Name of the Agency	
Address	
Agency commission in percentage on remuneration (excluding all statutory obligations) to be paid to the outsourcing employee	In Fig: _____% In words: -----