

BID DOCUMENT
E-Procurement
Open Competitive Bid (OCB)

for

**Selection of an Agency to outsource employees of
various categories of posts on Outsourcing basis**

at

IIIT - Nuzvid,

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES
Flat No.202, Second Floor, NRI Block(C), Sri Mahendra Enclave,
Tadepalli, Guntur District – 522501
Andhra Pradesh.

Proprietary & Confidential

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News paper advertisement

E-Procurement Tender Notice



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

Flat No.202, Second Floor, NRI Block,(C),
Sri Mahendra Enclave, Tadepalli, Guntur District – 522501
Andhra Pradesh

Ref: **RGUKT-AP/e-Proc/Outsourcing/Man Power/T02/2018, dated.14.05.2018**

E-Procurement Tender Notice

Online tenders are hereby invited for selection of an Agencies to outsource employees of various categories of posts on outsourcing basis at IIIT – Nuzvid.

Interested bidders can download and submit the bids online from 15.05.2018 to 29.05.2018 up to 05:00PM through <https://tender.a procurement.gov.in> (AP Portal). For further details please visit our website: www.rgukt.in and www.rguktn.ac.in or <https://tender.a procurement.gov.in> (Andhra Pradesh Portal)

Date: 15.05.2018

Sd/-

Coordinator Academic Administration(i/c)

Section A

Tender Call notice

Time schedule of various tender related events

Bid calling date	14.05.2018
Bid Document fee (Nonrefundable)	Rs. 20,000/- (By way of DD from any Scheduled Bank in favor of Registrar (i/c), RGUKT payable at SBI Tadepalli, Guntur Dist (Non refundable)
Bid Documents Downloading Start date	15.05.2018
Bid Document Downloading End Date	29.05.2018 till 04.30 PM
Last date for uploading of online documents	29.05.2018 at 05:00 PM.
Pre Bid Meeting	23.05.2018 at 10:00 AM
Last date for submission of the Hardcopies	30.05.2018 at 04:00 PM
Pre-qualification & Technical Bid opening date/time	31.05.2018 at 10:30 AM.
Price Bid opening date/time	01.06.2018 at 10:30 AM
Contact person	Coordinator Academic Administration(i/c),RGUKT -AP.

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

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on procurement@rgukt.in on or before 23.05.2018. 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 website i.e. www.rgukt.in and www.rguktn.ac.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/Man Power/T02/2018,dated. 15.05.2018

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

Sir/Madam,

- 1) Bids are invited on the e-procurement platform from the Registered Suppliers/contractors/Service Providers for supplying Manpower for various categories on outsourcing basis at IIIT – Nuzvid, RGUKT (Andhra Pradesh). The details of bidding conditions and other terms can be downloaded from the electronic procurement platform and the bidders have to register on the e procurement market place of **Government of Andhra Pradesh** i.e. <http://tender.approcurement.gov.in>
- 2)
 - a) The participating bidder/shall have to pay non-refundable tender processing fee Rs.20,000/-in the form of Demand Draft drawn from any Nationalized Bank, in favor of The Registrar (i/c), RGUKT - AP .
 - b) Further the bidder/s shall furnish the Bid security amount as specified in the Section-II of Tender Document.
 - c) All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15.00% as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement
 - d) RGUKT -AP will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with RGUKT - AP was found to be poor due to delayed and/or erratic supplies, frequent product failures, and also against whom there have been adverse reports of sub-standard quality as defined in the other parts of the Bidding document.

NOTE:

After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of Bid Security and Bid document fee have to be submitted. Physical submission of price bids will not be entertained.

For any clarification and further details on the above tender please contact Telephone No: **08645274475**.

Sd/-
Coordinator Academic Administration (i/c)

SECTION-II

STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

S. No	Item	Description
1	Name of the work	Tender call for selection of an Agency to outsource employees of various categories of posts on Outsourcing basis at IIIT – Nuzvid.
2	EMD	Rs.5,00,000/-(Rupees: Five Lakhs only)by way of crossed Demand Draft from any Nationalized Bank in favor of Registrar (i/c), RGUKT-AP, payable at SBI, Tadepalli, Guntur Dist.
3	Bid Validity Period	90 days from the date of opening of commercial bid
4	EMD Validity Period	90 days from the date of opening of commercial bid
5	Variation in quantities /number of manpower	+20%
6	Period for furnishing performance Security	Within10daysfromdateofreceiptof Letter of Intent.
7	Performance security value	10% of the Annual of contract value
8	Performance security validity period	15 months from date of commencement of services.
9	Period for signing the order Acceptance	Within7daysfromdate of receipt of notification of award
10	Payment terms	
	Payment of bill	On monthly basis
11	Transaction Fee	All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15.00% as levied by Govt. of In d i a on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement.
12	Transaction Fee Payable to	The Managing Director, A. P. Technology Services Ltd., Hyderabad Important Noticeto Contractors, Suppliers and Department users(i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued order revised G.O.Ms.No. 13 dated. 05.07.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform ,which provides a facility to participating suppliers/contractors to pay the transaction fee

		online using their credit cards.
13	Procedure for Bid Submission	<p>Bids shall be submitted online on http://tender.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost one-procurement platform in the website http://tender.apecurement.gov.in 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 marketplace. 4. The bidders should scanned upload the respective documents in Pre-Qualification and Technical bid documentation including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The hard copies of all the uploaded Technical documents should be attested by a Gazetted Officer or properly notarized. 6. The rates should be quoted online only 7. The financial bids of the Service Providers, who qualify the technical bid, shall only be opened.
14	Other conditions	<ol style="list-style-type: none"> 1. The Documents that are uploaded online on e- market place will only be considered for Bid Evaluation. 2. After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of EMD, Bid Security and Bid document fees have to be submitted by the bidder to the “The Coordinator Academic Administration (i/c), RGUKT-AP, Flat No.202, Second Floor, NRI Block (C), Sri Mahendra Enclave, Tadepalli, Guntur Dist– 522 501”, AP by 04:00PM on dt 30.05.2018 3. RGUKT-AP will not hold any risk and responsibility regarding non-visibility of the scanned and uploaded documents. 4. The RGUKT – Ap shall not hold any risk on account of postal delay. 5. Failure to furnish any of the uploaded documents, certificates will be entitled in rejection of the bid.

		Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted and action will be initiated as deemed fit and the Bid Security will be forfeited
	Termination of contract	<p>In the event of any breach and / or failure on the part of the Vendor/Caterer to comply with the said terms & conditions of the contract, the contract will be terminated forthwith. RGUKT - AP also reserves the right to cancel/suspend the contractual period for any reason whatsoever without assigning any reason and no liability shall be incurred by RGUKT -AP in the event of the aforesaid cancellation/suspension. However, under the normal circumstances the RGUKT - AP will give 30 days' notice before the said cancellation/suspension. In addition if the contract is cancelled, the security deposit will be en-cashed and forfeited.</p> <p>The contract shall also be cancelled as per the penalty clauses mentioned in tender document.</p>
16	Placing work order	<ul style="list-style-type: none"> ✚ The Institute will place work order on identified successful bidder ✚ Tenders will be opened in sequential order i.e., supply of manpower services respectively for Nuzvid Institute. ✚ One Service provider is eligible to work/serve for one specific service only at IIIT –Nuzvid, RGUKT even if he will be lowest Bidder for more than one Outsourcing/service Tenders. ✚ Institute reserves the right to reject only or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof. Institute authorities reserve the right to relax or tighten the conditions/norms given in the tender documents.

SECTION-B

1. PREAMBLE:

Sealed Bids are invited by the Coordinator Academic Administration (i/c),RGUKT – AP invites online tenders from the registered/licensed reputed and experienced Manpower Agency/Consultancy agencies or their authorized Agencies/institutes (channel partners/franchises) to outsource employees of various categories of posts on Outsource basis to IIIT – Nuzvid, RGUKT - AP for a period of One year from the date of award of contract.

Interested bidders may view and download the tender document containing the detailed terms & conditions, from the website and www.rgukt.in and www.rguktn.ac.in . The account payee Demand Draft has to be enclosed with the Per-qualification Bid of Tender, no tender will be accepted without process fee to tender and EMD.

Bidders are advised to study the Tender document and Terms & Conditions carefully and completely. Submission of Bids shall be deemed to have been done after careful study of Tender document and examination of Terms & Conditions with full understanding of its implications

2. SCOPEOFWORK:

This tender aims to engage an Agency which can outsource employee of various categories of posts on outsource basis on consolidated remuneration as per G.O.M.s. No.151, 08-08-2016 to IIIT – Nuzvid, RGUKT - AP for a period of **one year**. The manpower should be deployed at IIIT – Nuzvid, RGUKT - AP at Mylavaram Road, Nuzvid, Krishna Dist – 521 202, AP as per the requirement of the Institute.

3. PERIODOFCONTRACT:

The contract period will be for One Year(1 year) from the date of commencement of services. However, the period of contract may be extended under unavoidable circumstances.

4. INCOMETAX

During the course of the contract period, deduction of income tax at **2.266%+** surcharge as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill.

6. TAXSERVICE

During the course of the contract period, the agency shall deposit service tax at prevailing rates as per Government of India during contract period to the concerned department regularly once in a quarter proof of payment made to the department shall be produced to RGUKT – AP for verification.

7. EARNESTMONEYDEPOSIT/SECURITYDEPOSIT:

- 7.1. The tender should accompany with Earnest Money Deposit(EMD) for **Rs.5,00,000/-** by way of crossed Demand Draft drawn from any Nationalized Bank in favour of the Registrar (i/c),RGUKT- AP payable at SBI, Tadepalli, Guntur Dist.
- 7.2. The EMD will be returned to unsuccessful tender, where as in the case of successful tenderers, it will be retained.
- 7.3. The successful bidder will have to deposit a security deposit or Bank Guarantee from any Nationalized Bank to the tune of 10% of the Annual of contract value at the time of concluding agreement.
- 7.4. The Security Deposit /Bank Guarantee of successful tenderer will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liabilities if any. The Security Deposit/Bank Guarantee shall not carry any interest.

8. ELIGIBILITYCRITERIA:

- 8.1. Should have registered head office in the state of Andhra Pradesh.
- 8.2. Should have minimum of Three **years (3years)** experience in providing Manpower on outsourcing basis.
- 8.3. The Bidder should have provided at least 200 **persons** in a Government organization/PSUs/Universities, etc., with a minimum experience of two years in the field of providing Manpower on outsourcing basis with good performance and shall enclose the performance certificate issued by the government organization.
- 8.4. should have possessed valid registration for Service Tax on the head of Manpower services Valid EPF,ESI and Professional tax Registration since three years.
- 8.5. Should have **200 employees** under its role in **2016-17** Evidence of EPF,ESI and Service Tax returns & Challans should be closed and employees contribution computerized slips copies should be produced and the Agency should have documents providing compliance of Minimum wage along with bank statement for them.
- 8.6. The bidder should have experience in providing of such services as required in the tender. The bidder should furnish proof of having provided such services as required in the tender for the last three financial years i.e. 2015-16, 2016-17, and 2017-18 to the amount of at least **Rs.1.5 Crore** per each financial year. A Certificate of the Bidders turnover for the years 2015-16, 2016-17,

and 2017-18 **in Rupees** must be closed and be duly certified by firm of Chartered Accountants.

8.7. Should have possessed valid registration with the Labour Department since last three years.

8.8. Should have possessed PANCard.

8.9. All the bidders shall include the following information and documents with their tenders.

8.9.1. Copies of Original documents defining the constitution or legal status, place of registration and principal places of business; written power of attorney of the signatory of the Bid to commit the Bidder.

8.9.2. Latest Income Tax Saral form>Returns filed(2015-16, 2016-17, and 2017-18).

8.9.3. List of Present Clients with contract addresses & telephone numbers.

8.10. Valid Service tax Registration since last three years.

8.11. An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution and there has been no litigation history with any government department on account of similar services and the same should be uploaded/ submitted as per the proforma given in tender document.

The bidders must submit all relevant documentary evidence to demonstrate their eligibility for considering their bid. The tenders received without the above documents will be rejected.

Note: Any false information with regards to the submission of the document will lead to forfeiture of the EMD

9. INSTRUCTIONS TO BIDDERS: (RESPONSIBILITIES OF THE TENDERER / SERVICE PROVIDER)

9.1. Tenders with over writings, alterations etc., will not be admitted unless they are attested by the bidder. Where there is a discrepancy between the rupees in figures and words, the price, which is least of the two, will govern.

9.2. One Service provider is eligible to work/serve for one specific service only IIIT – Nuzvid, RGUKT - AP even if he will be lowest Bidder for more than one Outsourcing/service Tenders.

- 9.3. Outsourcing/manpower agencies, having valid license under Contract Labour Act and registration certificates from EPFO, ESI, Service Tax, etc., (Registered in AP) to provide personnel to work on outsourcing basis in the Institute for a period of one year as per G.O.Ms.No.151, Finance (HR-I-Plg. & Policy) Dept., dt.08.08.2016. Extension of agreement will be considered depending upon further continuation of sanction by Government and also satisfactory performance of agency
- 9.4. Manpower supplied to the Institute shall not be treated under any circumstances as employees of the Institute, but continues to be under the control of agency for all purposes, except in relation to the actual work entrusted to such manpower by the Institute.
- 9.5. Agency is solely responsible for any loss incurred by the Institute when such loss is caused by gross negligence of outsourced personnel engaged, the Department is entitled to recover such loss from the agency.
- 9.6. Agency should comply with all instructions issued by Government from time to time including for the welfare of outsourcing personnel.
- 9.7. As per Government guidelines, two more service providers are to be kept in reserve, apart from the successful Tenderer, on the same terms and conditions to step in at short notice, if the selected service provider defaults in providing satisfactory service and the contract has to be terminated.
- 9.8. **Rule of reservation as per the existing 100 point roster already prescribed in the Rule 22 of the A.P S.S.S rules shall be followed by the agency in respect of the personnel deployed to ensure social justice, if the selected service provider default in providing rule of reservation and the contract has to be terminated**
- 9.9. Agency has to furnish remuneration bill to the Institute by 26th of every month so as to ensure payment of remuneration to outsourcing personnel on 1st of every month. Agency should ensure payment of remuneration to the personnel by 2nd of every month, even if there is any delay in remittance of amount to them from the Institute in a particular month.
- 9.10. Remuneration shall be credited into bank accounts of the respective individuals and the agency shall produce an acquaintance every month. Agency has to produce proof duly showing remittance of EPF, ESI as per Acts and Rules every month separately for the personnel outsourced. Only upon production of proof of remittances of remuneration and all other statutory deductions of

- previous month, remuneration bill for the succeeding month will be cleared. Any statutory revision of taxes will be allowed by the Institute.
- 9.11. Agency will be responsible as employer of manpower to maintain personnel records such as pay rolls, attendance sheets, leave records, service records etc., which shall be readily available for scrutiny / inspection by the officials of the Institute.
- 9.12. Agency shall be able to place the services of outsourcing personnel at short notice on the requisition of Institute. The Institute reserves the right to surrender any outsourcing employee back to the agency forthwith whose work or conduct is found to be not satisfactory. Suitable replacements in such vacancies shall be provided by agency within a week's time.
- 9.13. Agency has to submit list of EPF / ESI Account numbers of all employees engaged in the Department and it is the responsibility of the agency to provide identity cards of EPF / ESI to them.
- 9.14. Agency is alone responsible to meet any claims of the manpower supplied by it under any of the Labour Enactments such as Workmen's Compensation Act, etc.
- 9.15. The EMD will not yield any interest and will be refunded after satisfactory completion of contract period. EMD of unsuccessful bidders will be refunded after finalization of Tenders.
- 9.16. Any excess deductions made by agency in violation of Government instructions shall result in stringent action including termination of contract. In case of any excess payment made to agency, the same shall be recovered from the agency in the subsequent bills or from the EMD made available with the Institute.
- 9.17. Agreement made with agency is a time-bound one and there would be no commitment to extend it beyond the contractual period. However, contract can be modified with mutual consent only. Termination of agreement before contractual period can be done by giving one month's notice from either side.
- 9.18. Agency shall not enter into sub-contracts or appoint any other agent to perform obligations arising under the outsourcing agreement.
- 9.19. The Agency must have a full-fledged functional office at Vijayawada/Amravati or at any district of AP with valid Address Proof to be submitted.

- 9.20. Before submission of the tender, tenderers are required to make themselves fully conversant with terms and conditions, so that no ambiguity arises at a later date in this respect.
- 9.21. At any time prior to the deadline for submission of proposals, RGUKT - AP may for any reason modify the Tender Document by issuing an addendum. Any addendum thus issued shall become part of the Tender Document and will be posted on the website of the Institute. To provide reasonable time to the Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Institute.
- 9.22. In the event of the date specified for receipt and opening of tender being declared as an unscheduled holiday, the due date for submission of tenders and opening of tenders will be on the following working day.
- 9.23. In case of refusal or delay or failure leading to the withdrawal of providing manpower by the approved agency, the EMD shall be forfeited.
- 9.24. Any disputes arising out of this agreement shall be subject to the jurisdiction of the Courts where the O/o the RGUKT - AP is located.
- 9.25. In the event of the date specified for receipt and opening of tender being declared as an unscheduled holiday, the due date for submission of tenders and opening of tenders will be on the following working day.
- 9.26. The Coordinator Academic Administration (i/c), RGUKT - AP has full right to eject/cancel/postpone/negotiate the tenders without assigning any reasons.
- 9.27. The entire tender document should be duly signed & sealed by the bidder.
- 9.28. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time.
- 9.29. Bidders are expected to examine all the terms and instructions mentioned in the tender schedule and prepare their proposals accordingly. Failure to provide all requisite information will be at the bidders' own risk and may result in the rejection of the tender.
- 9.30. BID should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.

- 9.31. All assertions made in connection with the tender is to be supported / substantiated by relevant documents. The Coordinator Academic Administration (i/c), RGUKT - AP reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- 9.32. The successful bidder shall execute an agreement with RGUKT - AP on Non-judicial stamp paper worth **Rs.100.00** agreeing to all the conditions of the contract within one week upon intimation of acceptance of Tender. Failure on enter into an agreement within the stipulated time will result in forfeiture of the EMD.
- 9.33. The Agency shall keep with him, the present and permanent address, contact numbers (phone/Mobile number), e-mail address, educational and technical qualification, specimen signature, two passport size Photographs in respect of each person deployed and furnish these details/information to RGUKT - AP as and when called for. The Agency should provide ID card to the individual as decided by the Institute
- 9.34. The Agency's personnel shall not claim any benefit / compensation/absorption / regularization of services with the Institute under the provisions of Industrial Disputes Act., 1974 or Contract Labour (Regulation &Abolition) Act, 1970. Undertaking from the persons to this effect will be required to be submitted by the Service Provider to the Institute.
- 9.35. The agency sole responsible to open individual bank accounts so that the wages will be credited directly to their bank accounts. The Service Provider /Agency shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be done through e-Transfer / online payment only as per the prescribed rates issued from time to time by the Govt. of Andhra Pradesh. Payment in cash is totally prohibited.
- 9.36. The agency shall recruit/deploy/depute trained, qualified and experienced personnel as per the requirement ofRGUKT- AP as specified from time to time.
- 9.37. No person below the age of 18 (Eighteen) years shall be employed at RGUKT - AP.
- 9.38. All the employees of the contractor will have to be covered under insurance against any personal accident by the Agency/Service Provider and RGUKT - AP will not be liable for payment of any compensation on the account.

- 9.39. The Agency shall be solely responsible for any accidents/injuries/death to their personnel or to second or third parties arising out of or in the course of employment of such personnel with them. The Agency shall adhere to all the formalities / regulations / obligations, such as reporting to appropriate authorities, compensation to the death, treatment of the injured and meeting the expenses incidental thereto, payment of compensation, etc.,
- 9.40. The Agency shall maintain proper records, registers etc., as applicable and required under various enactments including, but not limited to, Contract labour (Regulation & Abolition) Act, 1970, EPF Act and Miscellaneous Provisions Act 1952 and the schemes framed there under, ESI Act 1948 and Rules, the Payment of Bonus Act 1965 and Rules and all other applicable Acts and Regulations and further shall comply with all statutory provisions thereof in obtaining registrations licenses, filing returns, submitting information etc.,
- 9.41. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 9.42. University will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 9.43. The persons supplied 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 persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, and previous workexperience and recent photograph and a certification.
- 9.44. The Institute may require the service provider to dismiss or remove from site of work, any persons employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
- 9.45. That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non - employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.

9.46 The percentage of the agency commission shall be maximum up to 5% (Bids with 0% commission will be rejected) as per GO.MS.NO.151, 2016.

10. METHOD OF SUBMISSION:

- 10.1. Bids shall be submitted online on <https://tender.apecurement.gov.in> Platform. The participating bidders in the tender should register themselves on e-procurement platform in the website <https://tender.apecurement.gov.in>
- 10.2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- 10.3. 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.
- 10.4. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.
- 10.5. The bidders should scan and upload the respective documents mentioned in eligibility criteria.
- 10.6. After uploading the documents, the copies of the uploaded technical bid documents and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the “The Coordinator Academic Administration(i/c), Flat No. 202, Second Floor, NRI Block (C), Sri Mahendra Enclave, Tadepalli, Guntur Dist- 522 501, AP , by 04:00PM on dt.30.05.2018
- 10.7. Failure to furnish any of the uploaded documents, certificates, will entitle in rejection of the bid. The RGUKT – AP shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- 10.8. RGUKT - AP will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
- 10.9. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.
- 10.10. The rates should be quoted online only.

11. EVALUATION PROCEDURE:

For short listing of agency the following criteria shall be applied. For this purpose agency shall submit proof documents along with the tender and the agency not confirming to any of these parameters will not qualify for short listing.

- 11.1. The Tenders will be opened as per the schedule by the Coordinator Academic Administration (i/c) ,RGUKT – AP or his authorized representative in the presence of the bidders or their authorized representative who may be present at that time.
- 11.2. The Technical Bids consisting of the documents related to Eligibility criteria will be opened first. The tenders will be evaluated so as to ascertain the capability of the bidders to provide the services for the period mentioned and also to assess whether the bidder satisfies the eligibility criteria
- 11.3. The following aspects will be considered for evaluation.
 - a. Background and track record of the bidder
 - b. Total turnover in providing Manpower outsourcing services for the year ending 2015-16, 2016-17, and 2017-18.
 - c. Experience of the bidder in providing such services
 - d. Manpower available and the capacity of the bidder to mobilize required manpower.
 - e. Documents related to registration certificate of Income Tax, Service Tax, valid license issued by Labour Department Registration with Regional Provident Fund Commissioner and Registration with ESI.
- 11.4. The Financial/Price Bids of only those bidders, who have fulfilled the eligibility criteria specified in the tender document, will be opened online and the Price Bid of the bidders who do not fulfill the eligibility criteria will not be opened and their Tender stands rejected.
- 11.5. In case of tie in the prices quoted by the bidders (i.e. if more than one bidder quotes least price) the short listing will be done by giving points in the following aspects. The firm which gets highest points will be awarded contract.

S. No	Description	Points	Total (50 points)
01	The total No. of Employees for which EPF paid in the last Financial Year i.e 2017-18.	2 point per each 100 employees	Max. 20 points
02	No. of years of work experience only in Educational Institutions (Government).	1point per each running year	Max.15Points
03	Average turnover during the last three Financial Years.	1 point for each crore	Max.15points

Note: Bidders are requested to submit the hardcopies of documental proofs for the above 3 items.

11.6. Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the RGUKT - AP. No further correspondence will be entertained regarding the disqualification.

11.7. The Coordinator Academic Administration (i/c), RGUKT - AP, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Coordinator Academic Administration (i/c), RGUKT - AP, also reserves the right to cancel the selection process for award of the contract at any time. The decision of the Coordinator Academic Administration (i/c),RGUKT - AP is final and binding.

12. DISPUTES:

1. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during or after completion of contract will be settled amicably (by negotiations) and the RGUKT - AP decision shall be final on all such matters and shall be binding on the Bidder.
2. In case of a dispute or difference arising between the RGUKT - AP and the Vendor 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.

13. TERMINATION:

13.1. The contract can be terminated

13.1.1. by either without cause, after giving to the other party at least one calendar months' written notice thereof

13.1.2. by the Employer, if the Tenderer/Service Provider fails to fulfill their tasks to the satisfaction of the Employer. Such failures constitute a breach of the Tenderer / Service Provider's obligations under contract, which are not remedied within 30 days from the date of giving of written notice requiring such breach to be remedied.

13.1.3. If the agency fails to perform any other obligation(s) under the contract / work order.

13.2. The Coordinator Academic Administration (i/c),RGUKT – AP may transfer upon such terms and in such manner, as it deems appropriate for default of the successful bidder. Work orders for similar support service to other agency will be issued by Coordinator Academic Administration (i/c), RGUKT – AP

and the defaulting agency will be liable to compensate Coordinator Academic Administration (i/c), RGUKT - AP for any extra expenditure involved towards such support service to complete the scope of work totally.

14. Force Majeure:

If at any time, during the existence of this contract, the performance in whole or in part by either party under obligation, as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, restriction, strike, lockout or acts of any kind of natural calamity (herein after referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the state of occurrence of thereof, neither party shall be reason of such an “eventuality” be entitled to terminate their contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceases to exist.

In case of any dispute, the decision of the RGUKT -AP shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 30 days either party may at its option, terminate the contract.

15. Performance Guarantee

Within 7 days of the receipt of notification of award of contract from RGUKT -AP, the successful Agency shall furnish the performance guarantee in accordance with the conditions of Contract in the Contract Performance Bank Guarantee to the Coordinator Academic Administration (i/c), RGUKT – AP which shall be 10% of the contract value, valid for the entire contract period, in the form of bank guarantee from a Nationalized / Scheduled Bank.

16. Deployment of services

The successful Agency shall deploy only qualified, experienced, competent and appropriately trained manpower as per the job requirements and qualification indicated at Annexure-I for providing required services. The Agency shall provide details of qualifications and experience of manpower to RGUKT -AP before deployment. If RGUKT - AP finds that manpower being deployed does not have required qualification and experience, the Agency shall be informed for taking appropriate corrective measures immediately by providing an alternate competent employee immediately after due approval of RGUKT - AP.

The Agency shall provide a substitute after due interview and approval of RGUKT - AP well in advance, if there is any probability of person leaving the job due to his/her

own personal reason. The payment in respect of overlapping period of the substitute shall be the responsibility of the Agency.

17. Penalty Clauses

- i. The successful Agency shall start providing manpower from the date of intimation. Any unjustified and unacceptable delay in deployment of manpower by the bidder will have for penalty @ Rs.200 per day per person.
- ii. In case the manpower deployed is not performing satisfactory services, the Agency will have to replace the manpower within 7 days of intimation after due approval of competent authority, failing which 2% will be deducted from the amount payable for the current month or security deposit or performance guarantee.
- iii. The successful Agency shall ensure that payment is given to the deployed employee in time and that the Agency shall be responsible for all and any of eventual default or violation of labour laws applicable to such cases. If the successful Agency does any malpractice in payment to any deployed employee its security deposit or performance Guarantee will be forfeited and his job order will be cancelled.
- iv. The other form of Penalty not mentioned in the Tender Document will be decided by the appropriate authority on case to case basis.

18. Applicable Law

The successful Agency shall comply with Governments Labour Laws & Acts, Regulations and directives in force. All the registers as required by the applicable Act / Rules should be maintained and produced when demanded by the competent authority.

19. Canvassing

Bidders are here by warned that canvassing in any form for influencing the process of Notification of Award would result in disqualification of the Bidder.

20. Termination for Insolvency

COORDINATOR ACADEMIC ADMINISTRATION (I/C), RGUKT - AP may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

Annexure-I

Bidder letter form

From:

(Registered name and address of the bidder)

To

The Coordinator Academic Administration (i/c),
Flat No. 202, Second Floor, NRI Block (C),
Sri Mahendra Enclave, Tadepalli,
Guntur Dist - 522 501- AP

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide the **manpower services on out sourcing basis**, in conformity with the terms and conditions of the bidding document and amendments there on in response to your tender call dated.....

We undertake to provide above services, as assigned to us in conformity with the said bidding documents, for an estimated sum of Rs..... (Total bid amount in words and figures) which may vary in accordance with the schedule of prices attached here with and coverage options made by RGUKT – AP or its user organization.

If our bid is accepted, we under take to:

- a. Provide services/execute the work according to the time schedule specified in the bid document,
- b. Obtain the performance guarantee Performa scheduled bank in accordance with bid requirements for the due performance of the contract, and
- c. Agree to abide by the bid conditions, which remain binding upon us during the entire bid validity period and bid, may be accepted any time before the expiration of that period.
- d. 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 using bidding.

Place:

Bidder's Signature

Date:

Seal.

Annexure-II

DECLARATION (on Company Letter Head)

FROM:

Dt.

(Registered name and address of the bidder)

To

The Coordinator Academic Administration (i/c),
Flat No. 202, Second Floor, NRI Block (C),
Sri Mahendra Enclave, Tadepalli,
Guntur Dist - 522 501- AP

Dear Sir,

Sub.:Tender call for selection of an Agency to outsource employees of various categories of posts on Outsourcing basisat IIT, Nuzvid, RGUKT (Andhra Pradesh) – Reg.

With respect to the tender notice published in the above mentioned daily newspaper, I/We here by submit my/ our tender in a required format.

I/We have adhered to the requirements prescribed by RGUKT - AP. I/We have carefully gone through the guidelines/ terms and conditions and prescribed format and I/We accept the same without any alternations/ modifications.

I/ We here by solemnly declare that any of our partners jointly or severally and / or individually or our firm / company/ associate company have not been black listed by the central govt. or any state govt. or it's under taking Institutions.

I / We here by further declare that, if the above declarations is found untrue the RGUKT - AP, shall be entitled to take any legal action against us severally and or individually or our firm / company in this regard in any manner that may deem fit by RGUKT- AP.

I/ We understand and accept that you are not bound to accept the lowest or any tender you may receive.

YOURS SINCERELY

SIGNATURE & STAMP OF THE TENDERER

Annexure-III

Bidder Information

1	Name of the organization	
2	Year of establishment	
3	Complete postal address	
4	Name & Designation of Authorized person	
5	PhoneNo.'s	
6	FaxNo.	
7	Email	
8	Nature of the firm (Proprietary/partnership/etc...)	
9	Bank Details of the Agency:	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
10	PAN No.	
11	TIN No.	
12	EPF Registration No.	
13	ESI Registration No.	
15	Service Tax Registration No.	
16	Registration with Labour Dept.	
12	Total No.of branch offices in Andhra Pradesh	
13	Bid Document Fee (Nonrefundable)	Amount Rs. DD No. DD Date Issuing Bank&Branch:
14	EMD	Amount Rs.: DD/BGNo. :DD/BG Date: Issuing Bank& Branch:
17	Details of certificates enclosed.	

CHECKLIST TO ACCOMPANY THE TENDER FOR TECHNICAL EVALUATION.

(The Tenderer shall fill the check list & upload)

The Bidder must ensure that the following details in the check list are furnished along with the bid document. The bidder must also carefully go through all the contents of the BID Document and any additional information/documents, required more than the items listed in the check list below, also shall have to be furnished. Non-furnishing of any required information/document as per the Tender Document will lead to rejection of the bid (in the following order only).

Sl. No.	Details of the Eligibility Criteria	Specified Criteria in Tender	Yes	No
1	Tender Document Fee of Rs.20,000/- in the form of DD.			
2	EMD of Rs.5,00,000/- (DD) drawn from a Nationalized/Scheduled Bank			
3	Bidder Information Sheet (Annexure-III)			
4	Bidder Letter (Annexure-I)			
5	Declaration letter (Annexure-II)			
6	Tender document, duly signed and stamped in token of accepted all the terms and conditions of the tender schedule.			
7	Registration Certificate (firm registration).			
8	Copy of PAN Card which should be obtained before three years.			
9	Valid registration Certificates (since last three years) i. GST ii. EPF iii. ESIC iv. Professional Tax v. Labour Department			
10	Proof of having provided Manpower on outsourcing services in for 3 years. (work orders and satisfactory certificates to be enclosed)			
11	A Solvency certificate from any Bank for Rs.1.5 crores should be uploaded.			
12	Proofs of having provided 50 persons in Govt organizations.			
13	Copy of PF, ESIC and Service Tax returns for 300 Employees.			
14	Certificate of the bidder's turnover Rs.1.5 Crore for each financial year 2015-16, 2016-17, and 2017-18 in rupees must be enclosed and be duly certified by firm of Chartered Accountant.			
15	Proof of Payment of Income Tax since last Three			

Sl. No.	Details of the Eligibility Criteria	Specified Criteria in Tender	Yes	No
	years along with the Income Tax Returns / Saral / ITR forms 2015-16, 2016-17, and 2017-18.			
16	Power of Attorney, wherever applicable.			
17	Proof of Payment of E.P.F of his employees since last three years along with returns (E C R) and challan (First & last pages of ECR) and challans to be uploaded.			
	For the F.Y 2015-16			
	For the F.Y 2016-17			
	For the F.Y 2017-18			
18	Proof of Payment of ESIC of his employees since last Three years along with returns (First & last pages of return) and challans to be uploaded.			
	For the F.Y 2015-16			
	For the F.Y 2016-17			
	For the F.Y 2017-18			
19	Valid registration of Service Tax under relevant Act along with the clearance certificate and active since last five years.			
20	Proof of Payment of Service Tax since last three years along with the Service Tax Returns. (Acknowledgement may be produced for returns) from 2015-16 to 2017-18 whichever is latest.			
21	An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution and there has been no litigation history with any government department on account of similar services and the same should be uploaded as per the proforma in tender document.			
22	Proof of the Registered office of the tenderer having at least one branch office in A.P along with EPF, ESIC registrations(sub-code) for provision of payment in AP. Latest BSNL Telephone bill to be produced BSNL Telephone bill to be produced which should be before the date of tender notice.			
23	Proof of contract labour license (CLL) from any Central/State Government for minimum 300 nos along with the experience letter.			
24	List of Present Client with contact address & telephone number.			

Sl. No.	Details of the Eligibility Criteria	Specified Criteria in Tender	Yes	No
25	Should have registered head office in the state of Andhra Pradesh.			

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

1. All the copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate. The furnished shall be in the formats appended to the tender document and the same should be submitted in a sealed envelope
2. The information shall be filled-in by the Tenderer in the checklist, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, s as per check-list shall be uploaded and copies shall be submitted by the tenderer in sealed Cover "A" as Hard Copies along with the original Demand Drafts drawn towards EMD & Processing fee.
3. The Institute shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD towards EMD and open the price bids of the responsive bidders. If any bidder fails to submit the original hard copies towards EMD, Processing Fee and other documents before the opening of the price bids, the technical bids of such bidder will be disqualified.

DECLARATION

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the s, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Tenderer

PRICE BID

Supply of manpower as per “GO.MS.NO.151, 2016” only Agency’s Commission percentage are to be quoted. Institute shall bear the liability of Service Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

If there is a discrepancy between the Agency’s Commission charges quoted in words and figures, which is least of the two, will govern.

01	Name of the Outsourcing / Manpower Agency		
02	Address of the Agency with Contact numbers (Telephone, Mobile and Email ID)		
03	Percentage of Agency Commission		
	Words:		
04	Statutory Contributions / Deductions		EPF@13.61%, ESI @ 4.75%, Service Tax @ 15% on Agency’s Commission.

I/we have understood the tender procedure and the terms and conditions specified in this tender document and they are acceptable to me/us.

Signature of the Tenderer

with Agency Seal

Date:

Place: