Ref. No: 1177/MIII/2016 Dated:18.10.2023

BID DOCUMENT Open Competitive Bid (OCB) e-Procurement

for

Out Sourcing of Security Services at Dr. YSR University of Health Sciences, Vijayawada, Andhra Pradesh

Proprietary & Confidential

Proprietary & Confidential

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News paper advertisement

E-Procurement Tender Notice



Dr. YSR University of Health Sciences, Vijayawada, Andhra Pradesh-520 008

Ref: 1177/MIII/16, Dated:18.10.2023

e-Tenders are hereby invited from reputed and experienced agencies for providing the security services at the premises of Dr. YSR University of Health Sciences, Vijayawada, Andhra Pradesh.

Interested bidders can download and submit the bids online from 22.10.2023 to 06.11.2023 through https://tender.apeprocurement.gov.in (AP Portal). For further details please visit our website: http://drysruhs.edu.in or https://tender.apeprocurement.gov.in (AP Portal)

Date:

REGISTRAR

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Time Schedule of Tender related events

Bid calling date	22.10.2023
Bid Documents Downloading Start date	22.10.2023
Bid Document Downloading End Date	06.11.2023 at 3.00 PM
Last date for uploading documents online	06.11.2023 at 4.00 PM
Last date for Submission of documents (hard copies)	06.11.2023 at 4.00 PM
Technical Bid opening date/time	Sensenue len regel de les etal
Price Bid opening date/time	A STREET OF THE STREET
Contact person	The Registrar, Dr. YSR University of Health Sciences, Vijayawada
Reference No.	File No.1177/MIII/16, dt.18.10.2023

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. (https://tender.apeprocurement.gov.in)

(Dr. V. RADHIKA REDDY)

REGISTRAR

Dr. YSRUHS, Vja

CLARIFICATIONS:

i. Queries if any can be made through e-mail only on ntruhsengineers@gmail.com on or before 06.11.2023. 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 Dr. YSR UHS website as well as on e-procurement platform https://tender.apeprocurement.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. 1177/MIII/16,

Dated:18.10.2023

Subject: Tender for outsourcing for security services at the premises of Dr. YSR UHS, Vijayawada – Regarding.

Sir/Madam,

- 1) Bids are invited on the e-procurement platform from the reputed and experienced Security Service Agencies to provide round the clock security services at Dr. YSR UHS, Vijayawada., 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.apeprocurement.gov.in
- 2) In-order to participate in the tender, bidders have to register on the e-Procurement market place https://tender.apeprocurement.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.11,800/- in the form of Demand Draft drawn from any Nationalized Bank, in favor of "The Registrar, Dr, YSR University of Health Sciecnes, Vijayawada" payable at Vijayawada.
- 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 Registrar, Dr. YSR UHS by 4.00 PM of 06.11.2023. No physical submission of the financial bid will be accepted. Dr. YSR UHS will consider only the bids submitted through on-line over the copies of the paper based bids.
- 6) It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to the M.D., APTS, Hyd the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms.13 dated 07.05.2006. A service tax as applicable + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to the M.D., APTS, Hyd shall be applicable.
- 7) Dr. YSR UHS will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with Dr. YSR UHS 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 herein.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: 8978900574 / 8978900580 or Contact Person during office hours. Email: ntruhsengineers@gmail.com

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

Item	Description	
Bid Document fee	Rs. 11,800/- (By way of DD from any Nationalized Bank)	
EMD	Rs. 1,00,000/- (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	As applicable	
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	Contract period will initially be for one year, extendable on satisfactory performance on mutual consent on same terms and conditions on half year/yearly basis subjected to a period of another two years	
Period for signing the order Acceptance	Within 7 days from the date of receipt of work awarded letter	
Period for furnishing performance Security	Within 7days from date of receipt of award	
Performance security validity period	60 days beyond contract period	
Payment terms	Monthly payment will be released based on the day wise biometri- attendance particulars and performance certificate certified by the concerned authorities.	

SECTION-III

TENDER SCHEDULE

A. PREAMBLE

The Government of Andhra Pradesh has established Dr. YSR University of Health Sciences, Vijayawada in 1986 for the purpose of ensuring efficient and systematic Education, Training and Research on the Allopathic and Indain Systems of Medicine, Dentistry and Nursing.

Bids are invited by the Registrar, Dr. YSR University of Health Sciences, Vijayawada-AP through online tenders from the registered/licensed reputed and experienced Manpower Agency/contactors (channel partners/franchises) for providing Security Service personnel at Dr. YSRUHS, Vijayawada for a period of one year initially and extendable on satisfactory performance and mutual consent on the same terms and conditions on half year / yearly basis subjected to a period of another two years.

B. SCOPE OF WORK

Outsourcing for high standard security services at Dr. YSR UHS, Vijayawada, Andhra Pradesh - 520 008 to ensure protection of the personnel & property of the University. According to the University needs, agency should provide Security posts mentioned in the GO Ms No. 43, Dated 28.05.2010. For filling the specified posts 100 points rule of reservation should be followed scrupulously as indicated in departmental website of social welfare department. According to the University needs, agency should deploy the required number of Security at the campus premises. Qualifications and Experiences of Security personnel to be outsourced are given in **Annexure-1**. The following are the primary duties and responsibilities of the agency.

Responsibilities of the Agency:

- 1. The agency should be responsible for overall security arrangement of the University covered in the contract and ensure that all the instructions given to them by the Dr. YSR UHS, Vijayawada authorities from time to time are strictly followed and there is no lapse of any kind.
- The job of providing security services to Dr. YSR UHS, Vijayawada should be carried out by the agency on all week days during the contract agreement period including on all working days, holidays of Dr. YSR UHS, Vijayawada.
- 3. The agency should provide the clock security services to safeguard the Dr. YSR UHS, Vijayawada site, buildings, movable and immovable assets, equipments and other items from any thefts, pilferage or damage and also ensure safety of the students, employees, visitors, guests or any other persons working in the premises.
- 4. The agency should deploy well disciplined and adequately trained Security personnel in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard. In case any of the personnel so provided is not found suitable, the Dr. YSR UHS, Vijayawada shall have the right to ask for their replacement therefore and the agency shall, on receipt of a written communication will have to replace such persons immediately.

- 5. The agency should deploy required personnel (including relievers) in all the three shifts on a regular basis within the scope of operation.
- 6. The agency should provide reasonably good uniform with name badges to its personnel deployed at Dr. YSR UHS, Vijayawada at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, communication facilities, whistle, etc. shall be borne/supplied by the Agency at its cost.
- 7. The agency should ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Dr. YSR UHS / MoH&FW / Govt. of India / any State or any Union Territory.
- 8. In the event of any Security personnel being on leave/absent, the agency should ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 9. A local representative of agency shouldbe In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. A senior level representative of the agency should visit Dr. YSR UHS, Vijayawada premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the Dr. YSR UHS, Vijayawada officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
- 10. As and when Dr. YSR UHS, Vijayawada requires additional security strength on temporary or emergent basis, the agency should depute such security personnel under the same terms and conditions.
- 11. The agency should be responsible to recover the contribution payable by the workmen engaged by it towards EPF & ESI and remit the amount so deducted together with their deposits to the concerned department.
- 12. In case of any accident to the personnel employed by the agency during the business time, the agency alone is liable to pay workmen's compensation and any other statutory dues or payments and Dr.YSRUHS, Vijayawada is not liable for any payment of such kind.
- 13. The responsibility of payment of wages for the personnel deployed to carry out the contract lies with the contractor and Dr. YSR UHS, Vijayawada shall not entertain any representations, whatsoever in this regard.
- 14. The agency should maintain strict discipline in dealing with Dr. YSR UHS, Vijayawada employees and should not act in any manner unbecoming of a security person.
- 15. The agency should comply with the requirements of law with regard to duration of working hours of the security personnel deployed and Dr. YSR UHS, Vijayawada shall not be responsible for the violation of labour laws by the agency in this regard.
- 16. No claim such as leave-cum-salary, PF, ESI, service charge and GST etc., shall be allowed on any ground, and the financial liabilities shall be borne by the security agency.

- 17. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the contractor in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.
- 18. The agency shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 19. The agency shall be responsible for compliance of all the laws rules / regulations and Govt.instructions that are / will be applicable to and aimed to protect the interest of the employees / worker engaged by the contractor and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past or may arise during the course of performance of contract.
- 20. The agency shall discharge all their legal obligations of their employees as may berequired for the purpose of execution of the work which shall be subject to the approval of Dr. YSR UHS, Vijayawada authorities.
- 21. The agency shall discharge all their legal obligations of their employees in respect oftheir wages and other service conditions and shall also comply with all the rules and regulationsand provisions of law in force that may be applicable to them from time to time, viz., statutory obligations under Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act, Workman's compensation Act, EPF and ESI Act, GST Act, etc.
- 22. The agency should indemnify and keep indemnified Dr. YSR UHS, Vijayawada authorities from any claims, loss or damages that may be caused to Dr. YSR UHS, Vijayawada account of the security agencies failure to comply with their obligations under the various laws towards their staff / employees employed by them or any loss or damage to Dr. YSR UHS, Vijayawada due to acts / omissions of the security agency.

Duties of Security Guards:

- 1. The Job should include, access control to include manning, mustering, entry / exit gates, checking and verifying entries and exit of personnel, material and vehicles to and fro and assets on charges of Dr. YSR UHS, Vijayawada and permit only authorized personnel entry and exit to the University premises, round the clock, proper registration of visitors while entering and leaving the centre, preserving material gate passes and handing over to admin every quarter, timely follow up of outstanding of returnable material.
- 2. The security personnel working in the Dr. YSR UHS, Vijayawada at different posts should cover the area earmarked by the administration for patrolling.
- 3. The personnel should be responsible for all police liaison work.
- 4. The personnel should be responsible for opening / closing of the building and rooms as necessitated / directed by Registrar, on working and closed days.
- 5. The personnel should ensure that water taps / lights / ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.

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- 6. The personnel should maintain records of inward and outward movement of students, staff, guests &visitors. Contractor personals along with the inward & outward record of materials &vehicles etc. with proper check on the same as per instructions given from time to time by Administrative Officer.
- 7. The personnel should check damage, theft and pilferage of material by manning static security posts and regular patrolling in the campus and along boundary wall / fence during day and night.
- 8. The personnel should prevent any unwanted / illegal activities and gather intelligence on unauthorized movements / activities. Further, report any illegal activities / movement to Dr.YSRUHS, Vijayawada authorities.
- 9. The personnel should maintain proper communication system so that they can assemble quickly in case of emergent situation.
- 10. The personnel, in case of any theft during tenure of contract agreement should help to lodge FIR with police, conduct their investigation and submit the report findings to the Registrar. The personnel should also be responsible to pursue the theft case with police and related authorities.
- 11. The security personnel deployed should take regular rounds of the premises to maintain vigil and remain alert.
- 12. The security personnel should make the proper entries while handing over key to any staff of Dr. YSR UHS, Vijayawada and while taking over too.
- 13. The security personnel on duty should also take adequate traffic management of the University and take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the University and of the visitors.
- 14. The security personnel should restrain trespassers / intruders and immediately inform the same to the Administration.
- 15. The security personnel should extinguish fire when incidents of fire occur in the campus.
- 16. The security personnel should ensure that pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact concerned Authorities of Dr. YSR UHS, Vijayawada.
- 17. The security personnel should not leave the point unless and until the reliever comes for shift duties.
- 18. The security personnel are required to display mature behavior, especially towards female staff and female visitors. They must be courteous and polite at all the times.
- 19. In emergent situations, security personnel deployed shall also participate as per their role defined in the disaster plan, if any, of the University. The personnel should be sensitized for their role in such situations.
- 20. The security personnel should carry out any other work allotted by University in incident of security of the premises.

C. ELIGIBILITY CRITERIA

- 1. The agency/contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing Security Services.
- 2. The agency should possess all valid Statutory Registration / Approvals / License /Permit for running Security Service Agency i.e., the Agency should have registered with the Andhra Pradesh Labour Department, Income Tax Department, Employees Provident Fund Organization, Employees State Insurance and GST Authorities. Further the Security Agency shall be a registered contractor under Contract Labour (Regulation and Abolition) Act, 1970.
- 3. The agency should have obtained a license from the "Controlling Authority" in accordance with Private Security Regulations Act 2005, contact Abolition & regulation Act, for carrying on the business of Private Security Agency must applied with Private Security agencies Central modles Rules 2006 and AP Private Security Agencies (Rev) Rules 2008.
- 4. The agency should have their own infrastructure for training their guards.
- 5. The agency should have credible Supervisory Infrastructure.
- 6. The agency should have minimum of **three years** experience in providing security services in State Government/Central Government/PSU/Autonomous Body under Government/Govt. Institutions/ Educational Institutions and Private Sector.
- 7. The agency should have successfully completed atleast total cost is not less than Rs.1 Core (especially Rs. 50.00 Lakhs in sercurity services) in last three years in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational institutions.
- 8. The agency must have sound financial stability with an average annual turnover of Rs. 3 Cores in preceding three financial years.
- 9. 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.
- 10. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
- 11. The agency should have minimum employees of 150 members in security services and should provide compliance of minimum wage to employees as per minimum wages act for last 3 years..
- 12. The agency must have a registered/branch offices in Vijayawada, Andhra Pradesh. Billing/Invoice should be done with in AP only.

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

- Bid Document Fee: A Demand draft of Rs.11,800 /- (Rupees Eleven Thousand and Eight Hundred Only) towards non-refundable bid document fee, drawn in favour of "The Registrar, Dr. YSR UHS, Vijayawada" payable at Vijayawada should accompany the tender documents
- 2. Bid security (EMD) amount: A refundable amount of Rs.1,00,000/- (Rupees One Lakh Only) 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 favour of "The Registrar, Dr. YSR UHS, Vijayawada" payable at Vijayawada. The bid security shall also be a bank guarantee, issued by Nationalized bank scheduled in India and having at least one branch office in Vijayawada. 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.

E. CORPUS FUND: As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV upto Rs.50 crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund incase of works, goods and services with ECV less than and upto Rs. 10 lakhs.

F. 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 Dr. YSR UHS, Vijayawada 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, Dr. YSR UHS, Vijayawada 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, Dr. YSR UHS, Vijayawada, 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 Dr. YSR UHS, Vijayawada (mail: ntruhseingeers@gmail.com). In order to allow prospective bidders reasonable time in which to take the amendment into account in prepar ing their bids, the Dr. YSR UHS, Vijayawada, 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. Not with standing anything specified in this document, Dr. YSR UHS, Vijayawada 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 Registrar, Dr. YSR UHS, Vijayawada-AP is final and binding.
- 10. Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the Dr. YSR UHS, Vijayawada 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 on 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 Dr. YSR UHS, Vijayawada 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 the 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 Dr. YSR UHS, Vijayawada shall not entertain any correspondence regarding delay or non-receipt of clarification from Dr. YSR UHS, Vijayawada.
- 17. Bidder shall not approach Dr. YSR UHS, Vijayawada officers outside of office hours and / or outside Dr. YSR UHS, Vijayawada office 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 Dr. YSR UHS, Vijayawada, 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 Dr. YSR UHS, Vijayawada contact person on or before last date mentioned in the tender call notice. Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada 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 and
- 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.

Dr. YSR UHS, Vijayawada will reject a proposal for award and also may debar the bidder for futuretenders in Dr. YSR UHS, Vijayawada, if it determines that the bidder has engaged in corrupt,fraudulent or unethical practices in competing for, or in executing a contract.

G. 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-2)
- 2. Bidder letter Form (Annexure-3)
- 3. Bidder Information sheet (Annexure-4)
- 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. Professional Tax registration certificate.
- 10. ISO certificate
- 11. Valid License and Number under Contract Labour(Regulation and Abolition) Act, 1970.
- 12. Registration Copy / Applied Copy under Private Security Agencies (Regulation) Act 2005
- 13. Income Tax Return for the last three financial years for the support of turn over
- 14. Document/Papers supporting previous experience minimum for three years
- 15. List of major customer whom which the similar service executed (Annexure-5)
- 16. Satisfactory performance certificate from past customer for each work completed in the last three years.(Annexure-6)
- 17. Details of office/branch in AP(Annexure-7)
- 18. Self-declaration stating that "Firm has not been barred/blacklisted by any organization in doing business with them" (Annexure-8)
- Price reasonability certificate (Annexure-9)
- 20. 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.
- 21. 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 on each page of the bid document and all its Annexure.
- 22. 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-10) of the bid document.

- 1. Agency should quote commission in percentage on remuneration (excluding all statutory obligations) will be paid to the outsourcing employees / agency.
- 2. The remuneration will be paid to the outsourcing employees / agency as per prevailing state government GO Ms. No 43 dated 28-05-2010. The Dr. YSR UHS, Vijayawada AP will pay all the statutory contributions/deductions towards applicable ESI, EPF and GST apart from the remuneration as per the government norms from time to time, as applicable
- 3. The percentage of the agency commission shall not exceed 5% of remuneration and should not be less than 0.5%.
- 4. The contractor shall quote his services charges in percentage (%) over the total amount to be paid per month towards the minimum wages which is to be derived exclusive of all applicable taxes and as defined below: Commission quoted on basis other than percentage shall be summarily rejected. 0 (or) nearest 0% commission quoted will also be rejected (i.e., it should be 0.50% or more).
- 5. Income tax @ 2% will be deducted from the monthly bill and remitted to government by Dr. YSR UHS, Vijayawada and while filing tenders the agency has to kept in mind that T.D.S.
- 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.

H. BID SUBMISSION

7. The hard copies of all the uploaded Technical Bid along with Bid document fee and Bid Security (EMD) should be submitted offline to Registrar, Dr. YSR UHS, Vijayawada. The following procedure may follow for the bid submission.

Online Submission:

- 1. The participating bidders in the tender should register themselves on e-procurement platform in the website www.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 for providing security services" should reach "Registrar, Dr. YSR UHS, Vijayawada Andhra Pradesh—520 008" on or before 06.11.2023.

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.

I. 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 the 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 Dr. YSR UHS, Vijayawada 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 representative to be present at the opening of the tender. The name and address of the representative 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.

- 4. Opening of bids: Bids will be opened on the e-Procurement web site at the scheduled time & date by the Registrar, Dr. YSR UHS, Vijayawada 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.
- 5. 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, Dr. YSR UHS, Vijayawada reserves the right to reject any or all bids.
- 1. 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.

- 2. 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, Dr. YSR UHS, Vijayawada 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.
- 3. **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. Dr. YSR UHS, Vijayawada will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid..
- 4. 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 Dr. YSR UHS, Vijayawada to accept the lowest quotation & no explanation shall be given for the cause of rejection of quotation to any bidder.
- 5. In case of similar commission is quoted by more than one bidder the work will awarded based on the turnover and other credential at the discretion of the University authorities.

J. AWARD OF CONTRACT

- 1. Notification of award: Prior to expiration of the period of bid validity, Dr. YSR UHS, Vijayawada will notify the successful bidder(s) in writing through Speed Post / Fax / e-mail or any other form of communicationthat its bid has been accepted. At the same time as the Dr. YSR UHS, Vijayawada notifies the successful bidder that its bid has been accepted, the Dr. YSR UHS, Vijayawada 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 submitting the performance security with 7 days from the receipt of notification of award. The performance security shall be in one of the following forms:
 - a. A bank guarantee, issued by a Nationalized bank in the form of crossed demand draft drawn in favour of "The Registrar, Dr. YSR UHS", payable at Vijayawada.
- 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 Dr. YSR UHS, Vijayawada may make the award to another bidder or call for new bids.

4. Return of EMD:Upon the successful bidder(s) signing on the contact, Dr. YSR UHS, Vijayawada 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 contact.

K. TERMS AND CONDITIONS

- The contract is initially for a period of one year. The contract may be extended for one more year
 based on the performance of the agency and/or University 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 University 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 Dr. YSR UHS, Vijayawada.
- 4. During the period of agreement, the Dr. YSR UHS, Vijayawada is at liberty to alter/modify/add/delete any of the conditions of the agreement in the interest of the Dr. YSR UHS, Vijayawada.
- 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 Registrar, Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada, while submitting the bid or at a 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 security personnel deployed at Dr. YSR UHS, Vijayawada conforms to the STANDARDS prescribed in the Tender Document.
- 8. The successful bidder should furnish the following documents in respect of each security personnel deployed at Dr. YSR UHS, Vijayawada , before the commencement of contract.
 - a. List of trained security personnel identified / selected by agency for deployment at Dr. YSR UHS, Vijayawada, 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. The selected agency should provide identity cards to the personnel deployed at the Dr. YSR UHS, Vijayawada having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by the Security Incharge at the Dr. YSR UHS, Vijayawada.
- Any personnel found without wearing I.D. cards shall be treated as absent and shall not be allowed in the campus.

- 11. Items of equipment, Walkie Talkies, Headgears, Metal Detectors, Torches, Lathis, Uniforms including Rain Coat, Jerkins, Identity Cards etc., for efficient conduct of duty by the agency personnel shall be provided by the agency and should be in good presentable condition.
- 12. Dr. YSR UHS, Vijayawada is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the Dr. YSR UHS, Vijayawada. The agency should make its own arrangements.
- 13. The selected agency should designate / deploy a field officer at its own cost who would regularly interact with officers of the Dr. YSR UHS, Vijayawada , so that better co-ordination, services and utilization of optimal manpower deployment could be addressed.
- 14. The manpower employed by the agency should be required to work in three shifts of 8 hours duration on all seven days with staggered weekly off.
- 15. The personnel deployed should be required to report for work at specified shift hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift / day the wages for that shift / day shall be deducted.
- 16. The agency should ensure that the personnel deployed at the Dr. YSR UHS, Vijayawada are solely deployed only at the Dr. YSR UHS, Vijayawada, and shall not be shared across organizations. Further the agency shall ensure that the personnel are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law. Failure to comply with this would result in administrative charges calculated only for shifts done by security personnel.
- 17. The duty hours should not exceed eight hours at a stretch. A continuous shift by the same person is not allowed and no post should remain unmanned. Odd duties / shifts may be required according to exigencies, which are to be provided by the agency.
- 18. Absenteeism must not exceed 10% of the total deployment in any month. Further within each shift the absenteeism should not be more than 15% of the deployment. The above should be achieved without individual person doing double shift or doing more than the maximum shift allowed by the contract (26 shifts in a month).
- 19. The agency should ensure the additional requirement of manpower to provide weekly off and leaves as mandated in the labor laws
- 20. The selected agency should immediately provide replacement for any person/personnel who is (are) absent and ensure that as far as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days appropriate penalty will be levied.
- 21. The Security 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 Dr. YSR UHS, Vijayawada.
- 22. The agency should ensure good behavior, conduct, and sincere discharge of duty by the personnel engaged by them. The personnel of the Security Agency should perform their duties effectively and diligently to uphold the dignity of the Dr. YSR UHS, Vijayawada.
- 23. 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 Dr. YSR UHS, Vijayawada.

- 24. The Security Agency should be responsible for any act of indiscipline on the part of the security personnel deployed by themand should also ensure that they do not indulge in consumption of Alcohol / Smoking while on duty.
- 25. In case, the personnel employed by the successful bidder commits any act of Omission / Commission that amounts to Misconduct / Indiscipline / Incompetence / Security risks, 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.
- 26. The agency on its part and through its own resources should ensure that the goods, materials and equipment etc., are not damaged in the process of carrying out the services undertaken by it and should be responsible for the act of omission or commission on the part of its staff or its employees etc.,
- 27. If the Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada for the same. The agency should keep the Dr. YSR UHS, Vijayawada fully indemnified against any such loss or damage. In case of frequent lapses on the part of the security personnel deployed by the agency, Dr. YSR UHS, Vijayawada shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 28. The Service Provider / Agency will be responsible for making any direct or indirect damages to the vehicle or other movable or immovable properties of the University arising due to negligence, incompetence, or willful or otherwise negligence of its employees. The Agency will have to reimburse all cost borne by the Dr. YSR UHS, Vijayawada in this respect.
- 29. The Security personnel deployed by the agency should ensure that the Dr. YSR UHS, Vijayawada properties are protected from theft / pilferage / damage. After necessary investigation by a Committee constituted by The Registrar, Dr. YSR UHS, Vijayawada, if proved that the Agency / their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value double of the loss for each such incident.
- 30. The agency should not involve in any bribery or other unethical activities with anyone employed at the Dr. YSR UHS, Vijayawada. The involvement in any such activity shall entail for termination and forfeit of EMD etc.,
- 31. If the agency fails to provide services to the satisfaction of the Dr. YSR UHS, Vijayawada 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.
- 32. Under no circumstances, the staff members and / or the workmen / employees of the security agency shall be treated, regarded or considered or deemed to be the employees of Dr. YSR UHS, Vijayawada and the security 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 Dr. YSR UHS, Vijayawada against any claim that may have to meet towards the employees deployed by the agency.

33. 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 Dr. YSR UHS, Vijayawada, for security services on contract.
- b) The selected agency shall alone be solely responsible for the redressal of grievances / resolving of disputes relating to person deployed. Dr. YSR UHS, Vijayawada, 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 Security Agency shall not take part directly or indirectly in any of the activities of the Association / Union of the employees of the University and shall help the Dr. YSR UHS, Vijayawada to maintain strict security measures at all-time including during agitation, staged by such Association / Union.
- d) The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - The Payment of Wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Factory Act, 1948
 - iv. The Contract Labour (Regulation) Act, 1970
 - v. The Payment of Bonus Act, 1965
 - vi. The Payment of Gratuity Act, 1972
 - vii. The Employees State Insurance Act, 1948
 - viii. The Employment of Children Act, 1938
 - ix. The Motor Vehicle Act, 1988
 - x. Minimum Wages Act, 1948
 - xi. Private Security Agencies (Regulation) Act 2005
- 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 Dr. YSR UHS, Vijayawada and outside the Dr. YSR UHS, Vijayawada during the contract period.
- f) The selected agency will be required to pay remuneration fixed by Govt. of AP to Security as per GO Ms. No. 43. The bidder will maintain proper record as required under the Law / Acts.
- 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 Dr. YSR UHS, Vijayawada.
- 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 Dr. YSR UHS, Vijayawada 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 there of Dr. YSR UHS, Vijayawada is put to any loss / obligation, monetary or otherwise, Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada from all legal, financial, statutory, taxation, and any other liabilities.

34. 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 employed at Dr. YSR UHS, Vijayawada, must be provided by the selected agency to Dr. YSR UHS, Vijayawada every month along with the bill, failing which the claim bill shall not be settled. These remittances/payments must be made in a Challan.
- c) The rates agreed upon except the remuneration paid to employee and GST as notified from time to time by the state Government/Central Government shall remain unchanged until the expiry of contract period or till they are amended by the Dr. YSR UHS, Vijayawada.
- d) The agency shall submit the bill, along with attendance sheet (attendance records as per attendance which duly verified and attested by Dr. YSR UHS, Vijayawada authorities) in respect of the persons deployed and submit to Registrar at Dr. YSR UHS, Vijayawada by the first week of the subsequent month. The payment will be released within one week 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 Dr. YSR UHS, Vijayawada. The payment of the bill will be effected only on production of copy of the monthly wage sheet, ESI, EPF, and GST remittance.
- e) The monthly wages of the employees for a month should be paid on or before 10th of the succeeding month without waiting for the payment from the University.
- 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 (Date). Copy of the Challan to be enclosed.	_ was deposited on
iii.	EPF contribution relating to workers amounting to Rson (Date). Copy of the Challan to be enclosed.	was deposited

- 35. **Penalty:** Dr. YSR UHS, Vijayawada shall be entitled to impose anypenalty to the extent of Rs. 10,000/- (Rupees Ten Thosuand Only) on the first occasion upon the agency in the event of breach, violation contravention of any of the terms and conditions contained the agreement brought to the notice. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Registrar, Dr. YSR UHS, Vijayawada in this regard shall be final and binding upon the agency. Some of the instances inwhich penalty would be imposed are enumerated below, but these are notexhaustive but illustrative and penalty may be imposed on anyviolation/breach or contravention of any of the terms & conditions as well assassigned duties and responsibilities.
 - a) If the personnel are not found in proper uniform, and not displaying photo identity card.
 - b) If the personnel found indulging in smoking/drinking alcohol while on duty.
 - If any personnel found performing the duty by submitting a fake nameand address.
 - d) If the personnel deployed are found absent from duty or sleeping or found engaged in irregular activities.
- 36. **Termination of the contract:**The contract can be terminated in under any of the following conditions:
 - a) Dr. YSR UHS, Vijayawada shall be at liberty at its entire discretion to terminate the contract forth with upon or at any time a breach or default of any of theterms and conditions contained herein or any other circular and/or rulesframed subsequently, is committed by him and/or by his Security Guards employed by it.
 - b) Insolvency or dissolution of the partnership firm or death or adjudicationas insolvent of any partner of the Security Agency.
 - c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
 - d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.
 - e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
 - f) If Security Agency shall either by him or by his servants commit or suffer to be committed any act which, in the opinion of the Registrar of Dr. YSR UHS, Vijayawada whose decision in that behalf shall be final is prejudicial to the interest or good name of the University.
 - g) Violation of the provisions of Contract Labour (R & A) Act 1970, Private Security Agencies (Regulation) Act 2005 and other acts, rules, schemes or notifications issued by the Central or State Govt. from time to time, as applicable.
 - h) Dr. YSR UHS, Vijayawada, 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 Dr. YSR UHS, Vijayawada convenience, the extent to which performance of the agency under the Contract is terminated, and the date upon which such termination becomes effective.

i) The agency shall give a notice of 3 months (90 days) before withdrawing their services from the Dr. YSRUHS, Vijayawada during the contract period. In case the service is not found to be satisfactory, the contract shall be terminated by Dr. YSR UHS, Vijayawada by giving notice of one month to this effect.

On termination / expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises of the Dr. YSR UHS, Vijayawada.

37. **Resolution of disputes:** The Dr. YSR UHS, Vijayawada 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 Registrar, Dr. YSR UHS, Vijayawada is the final authority for settling any disputes and the decision of the Registrar in this regard shall be final and binding on all. If, after thirty (30) days from the commencement of such informal negotiations, the Dr. YSR UHS, Vijayawada 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 Dr. YSR UHS, Vijayawada 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 Vijayawada A.P.

Annexure-1

Qualifications and Experiences of Manpower

A) Qualitative Requirements of Security

	Male	Female
0	Minimum 10th pass or equivalent	Minimum 10th pass or equivalent
0	Maximum Age 55 Years	Maximum Age 55 Years
0	Minimum Height- 5.5"	Minimum Height - 5.0"
0	BMI should be below 25	NIL
0	Able to walk and patrol 8 hours a day	Able to walk and patrol 8 hours a day
0	6/9 vision (or corrected to 6/6 with glasses).	6/9 vision (or corrected to 6/6
		with glasses).
0	Knowledge of Telugu Must. Able to read and write in Tel	ugu & English.
0	Experience : Min.2 years	Experience : Min.2 years
0	No history of presence of any psychiatric disorder	No history of presence of any
		psychiatric disorder
0	Physical fitness and healthy (to be submitted)	Physical fitness and healthy (to be
		submitted)

- B) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Governments or in any private security agency shall be employed or engaged as a security guard or a supervisor. No person who is facing criminal charges or being contemplated against him/her shall be deployed for watch and ward in the Dr. YSR UHS, Vijayawada.
- C) Shift Hours: Below is the tentative schedule of the three shifts and any other shift for 8 hours (General) as directed by the University authorities. 1st Shift 06.00 hours to 14.00 hours

2nd Shift 14.00 hours to 22.00 hours

3rd Shift 22.00 hours to 06.00 hours

D) Fill of Post: For filling the specified posts rule of reservation should be followed scrupulously as indicated in departmental website.

Annexure-2 Technical Check List

S.NO	O Particulars		Page Name	
1.	Bid Processing Fee by way of DD from anynationalized Bank	uploaded		
2.	EMD (DD) from a Nationalized bank			
3.	Bidder letter Form	100		
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.	Professional Tax registration certificate.			
11.	ISO certificate		-	
12.	Valid License and Number under Contract Labour Act and under any other Acts/Rules			
13.	Registration / applied under Private Security Agencies (Regulation) Act 2005			
14.	Annual returns of previous three years supported by audited balance sheet			
15.	Document/Papers supporting previous experience minimum for three years			
16.	List of major customer whom which the similar service executed			
17.	Document papers supporting Rs. 50.00 Lakhs turnover exclusively in security services in last three years	Family.		
18.	Satisfactory performance certificate from past customer for each work completed in the last three years.			
19.	Self-declaration stating that "Firm has not been barred / blacklisted by any organization in doing business with them			
20.	Price reasonability certificate			
21.	Details of manpower (security guards/Security, security supervisor, security officer and trainer) on roll for the last three consecutive years. Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in Dr. YSR UHS, Vijayawada			
22.	Document papers supporting the agency that it is having not less than 150 Nos. of security employees in last 3 years.	14.4		
23.	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.			
24.	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.			
25.	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.			
26.	Any other information/documents that are required in the biddocument			

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

Place & Date: Bidder's Signature with Seal

Annexure-3 Bidder Letter Form

From:

(Registered name and address of the bidder)

To
The Registrar, ,
Dr. YSR University of Health Sciences,
Vijayawada
Andhra Pradesh-520 008

Sir,

Having examined the bidding documents and amendments there on, forproving security service at Dr. YSR UHS, Vijayawada - AP,in response to your tender call dated

- 1. I/We hereby offer to provide security 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 Dr. YSR UHS, Vijayawada.
- 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 security 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 yourwritten 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.

(Signature) Dated this day of	
Address:	
Telephone:	
FAX	
E mail	

Yours faithfully.

Annexure-4 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 separatesheet if found necessary)
5.	Nature of the firm (Proprietorship/ Partnership/ Private Limited or Cooperative body etc)
6.	License number under A.P. Shops and Establishments Act. Date of Validity
7.	License number under Contract Labour (R&A) Act. Date of validity.
8.	License No (or) applied Copy under Private Security Agencies (Regulation) Act 2005
9.	Registration No of Firm
10.	PAN No.
11.	Provident Fund Account No.
12.	ESI Number
13.	GST Registration Number.
14.	Professional Tax registration certificate.
15.	ISO certificate
16.	Name & Designation of Authorized person:
17.	Phone No.
18.	Fax No.
19.	Email-ID
20.	Total No. of branch offices in AP
21.	Any other trade / business in addition to Security Services
22.	Total experience (Years / Months) in Security Services Field

23.	Have your Concern / Firm / Company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
24.	Were the Company / Firm ever required to suspend Security Services for a period of more than six months continuously after you commenced the Security Services? If yes, state the reasons.	
25.	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.	replaced to the service of the servi
26.	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.,	
27.	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	
28.	Details of Awards, if any received or Reviews in the Media, if any	
29.	Bank Details of the Agency:	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
30.	Bid Document Fee	Amount Rs. :
-	(Non-refundable)	DD No. :
		DD Date :
		Issuing Bank & Branch :
31.	EMD	Amount Rs. :
		DD No. :
		DD Date :
		Issuing Bank & Branch :

Place & Date: Bidder's Signature with Seal

Annexure-5 List of Major Customers (Both Ongoing and Completed)

S.No.	Name and address of the client	Nature or type of Security Services	Work order Value (Rs.)	Number of Security Guards and Supervisors deployed	Period of Contract	
	Institution with name, address,mobile number and Email ID of the Officer to whom reference may be made.	(viz., Security Services to educational institutions, Factory, etc.,)			From	То
2. 4						

Annexure-6 Performance Certification from the Client of the bidding agency

Feedback about M/s	
Engaged by M/s	Transported transporter
Contact details:	

		Points
S.No	Activities	(5 – Excellent,4 - Very Good, 3 – Good,2 – Satisfactory, 1 – Poor)
1.	Attendance	
2.	Record maintenance	
3.	Crime detection andfollow-up action	
4.	Welfare Measure by the Agency to their staff	
5.	Gadgets used (wireless,transport, Phone, torches etc.)	
6.	Monitoring mechanism	
7.	Training (in-door/outdoor/traffic control)	
8.	Liaison / Rapport withlocal police if necessary	
9.	Behaviors with Staff and Guest	
10.	Disciplinary actionagainst security personnel or company if any	
	Total Points (out of 50)	

Signature and Seal

Annexure-7 Details of office / branch in Andhra Pradesh

S.No	Full Address of	Contact person with phone	No of Employees	
	Office	No.		
			kim rie i i	
		-71 - 1-41-1		

Annexure-8 UNDERTAKING

[To be submitted on letterhead]

	[Name of the company / firm] has not been Central / State Government / Public Undertaking / Institute on any
	supplied the item as per the specification given by Dr. YSR UHS terms and conditions stipulated in the bid document.
later date it is found that any detail	on given in bid is true and correct in all aspects and in any case at a ils provided are false and incorrect, contract given to the concern firm y terminated at any stage, the firm will be blacklisted and Dr. YSR by action as per the rules.
Date :	Name :
Place:	Business Address :
	Signature of Bidder:
	Seal of the Bidder:

Annexure-9

PRICE REASONABILITY CERTIFICATE

1.	I/We	hereby	certify	that	the
	service charge quoted by us in our offer letter No	are	not h	gher	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 thanquoted 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 Registrar, 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 Registrar regards to the determination of quantum payable shall be final.

Date:

(SIGNATURE & STAMP OF THE AUTHORIZED SIGNATORY)

Annexure-10

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 (1 Nos. of Security guards + 3 Nos. of Security Supervisors)	In Fig:% In words:

The contractor shall quote his service charges in percentage (%) over the total amount to be paid per month towards the minimum wages which is to be derived exclusive of all applicable taxes. Commission quoted on basis other than percentage shall be summarily rejected. 0 (or) nearest 0% commission quoted will also be rejected (i.e., it should be 0.50% or more).

