

No. 232/DIS/OU/2018

Date : 18th June, 2018

TENDER NOTICE

Osmania University is inviting the Tenders engaging security personnel on outsourcing basis hired through Private Security Agencies. The interested Agencies holding license with updated registration and all statutory licenses may submit their sealed tenders on or before 30th June, 2018 upto 5.00 pm to the Registrar, Osmania University, Hyderabad – 500 007. The application form and further details can be had from the University website (www.Osmania.ac.in).

> Sd/-Registrar



Tender Notice

No. 232/IS/OU/2018

Dt. 18-06-2018

Osmania University, Hyderabad, is inviting the Tenders in the prescribed formats from the interested Outsourcing agencies for the security personnel outsourcing manpower on contract basis (purely temporary).

The interested Out-Sourcing Agencies holding license with updated registration can submit their tenders along with the demand draft for Rs. (cost of tender form Rs.5,000=00) for outsourcing work of Security Personnel. The sealed tenders in two separate covers i.e. Technical and Commercial must reach the office of the Registrar, Osmania University, on or before 30th June, 2018 up to 5.00 PM. The application form and further details can be had from the University website (www.Osmania.ac.in).

Sd/-Registrar

The selected agency shall execute an agreement with the Registrar, Osmania University and also follow the Terms and Conditions under Contract Labour Act.

ESSENTIAL REQUIREMENTS :

1. The agency should be registered with the concerned Government Authorities under the Companies Act, ESI Act, for Service Tax under Central Excise Act and EPF account (against every person employed with Assistant Commissioner Provident Fund, Hyderabad) and a copy of the registration may be submitted along with the tender. The Agency should provide an undertaking that they shall comply with all relevant statutory norms. The firm shall be registered with the Deputy / Asst. Commissioner of Labour Office, Hyderabad of Assistant Commissioner of Labour Hyderabad.

- 2. The Agency should submit copies of certificate of incorporation EPF, ESI, Labour Registration, PAN and Service Tax Registration Number along with tender documents.
- 3. The Agency should have a minimum of 5 years experience in supplying manpower . Preferably to Central / State Governments.
- 4. The agency should have annual turnover of atleast Rs. 2.00 crores for the last (3) financial years i.e. from 2015-16 to 2017-18
- 5. The agency shall submit Income & Expenditure statement and balance sheet for the last (3) financial years i.e. from 2015-16 to 2017-18.
- 6. The agency shall submit copies of Income Tax returns for the last (3) financial years i.e. from 2015-16 to 2017-18.
- 7. The agency shall inform number of security personnel available to be deployed along with the list of offices/companies where already their security personnel are deployed (for the past three years). Work orders/satisfactory performance certificate from the respective offices / companies shall be submitted.
- 8. An Earnest Money Deposit for Rs. 4,00,000/- through demand draft drawn in favour of the "Registrar, Osmania University "hereinafter shall be referred as University may be submitted, failing which their bids will not be considered as valid.
- 9. The successful bidder should furnish a security deposit / performance/ Bank guarantee deposit of @ 10% of work order which will be forfeited in case the supply of manpower is delayed beyond the stipulated period as per agreed term or frequent absence from duty / misconduct on the part of manpower supplied by the agency or non-compliance with any of the labour laws.
- 10. The agency shall be in a position to supply atleast 300 security personnel at a time every day including 50 women security personnel.
- 11. The agency shall obtain and furnish copies of Aadhar of all the security personnel being deployed.
- 12. The personnel being deployed shall have an age between 25 and 55 years, however, 5 years relaxation may be given to retired security personnel.

TERMS AND CONDITIONS:

- 1. The University may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be provider shall forthwith comply with such requirements.
- 2. The service provider has to provide the photo Identity Cards to the persons employed by him / her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
- 3. The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personal deployed by the service provider.
- 4. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this University.
- 5. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with the University 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 University.
- 6. The person deployed shall not claim any master & servant relationship against the University.
- 7. The service provider shall ensure proper conduct of persons deployed in University Campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.
- 8. The Agency is hereby informed to open individual bank accounts so that the wages will be credited directly to their bank accounts, the Contractor / Agency shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be done through e-Transfer only as per the minimum wages rates as per the orders issued. Payment in cash is totally prohibited. A Certificate that the wages have been paid in accordance with the said notification should invariably furnished by the contractor every month to the University.
- The service provider shall be contactable at all times and message sent by email / Fax / Special Messenger from University to the service provider shall be acknowledged immediately on receipt on the same day. A person

shall be deputed for at least 2 hours every day at the office of the Registrar by the service provider.

- 10. The rates quoted in tender must show service tax, service charge and other charges which may be liable, besides the minimum wages rates.
- 11. The firm has to maintain EPF account against every person employed with Regional Provident Fund Commission (Assistant Commissioner of Provident Fund, Hyderabad).
- 12. The firm is required to credit the salary to all the outsourced manpower latest by 5th of following month irrespective for the bills being passed by University in the respective bank A/c. of all workers. Incase of delayed payment the firm shall be liable to pay Rs. 100/- penalty for delay per worker per day.
- 13. The firm shall assist the new workers in opening of EPF/ESI S/c and bank a/c. within 2 weeks.
- 14. The firm shall be responsible for any queries from Assistant Labour Commissioner on issues related to minimum wages, EPF/ ESI etc.
- 15. The firm shall submit monthly challan and documentary evidence in support of proof for depositing EPF/ESI both employee and employers share in respect of workers engaged by University and shall entertain queries in the regard from workers. Any noncompliance by the agency with regard to the above provisions shall lead to termination of contract and forfeiture of security deposit / performance guarantee deposit.
- 16. The Agency shall fulfill the conditions stated in the agreement. If there is any violation of contract conditions, the work will be cancelled without further notice .The approved agency is requested to enter in to an agreement with the university immediately on Non –Judicial paper worth Rs.100/- (Rupees One Hundred Only) for each category. In case the agency does not want to continue the agreement due to any reason then they can terminate the contract by giving one month notice to the Registrar, Osmania University, Hyderabad.
- 17. The firm cannot sub contract the work outsource the work. In case this is established, the contract with the firm shall be terminated and security deposit /performance guarantee deposit be forfeited besides the firm being blacklisted.

- 18. The work as per the contract shall be governed by Osmania University, general rules and regulations prevailing and as amended from time to time.
- 19. The contractor shall employ the required numbers of manpower and they should necessarily be available at the above premises till 5.00 p.m. for works of personnel depending upon the quantum of job. Skilled, Semi-Skilled and Un-skilled personnel.
- 20. Penalty shall be imposed proportionately both absentees and contractors for any incomplete /Un-satisfactory work as per agreement.
- 21. The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and rules framed there under before the commencement of the work and continue to hold it till the completion of work. A copy of the valid license should necessarily be enclosed to the tender form.
- 22. The contractor shall maintain the following registers as per the Contract Labour (Regulation & Abolition) Act, 1970.
 - (a) Register to workmen as per XIII of Rule 75;
 - (b) Employment cards as per form XIV of rule 76;
 - (c) Muster roll register as per form XVI of rule 48;
 - (d) Register of wages as per form XVII of rule 78;
- 23. The contractor on receiving any complaint from the Payment of Wages Act, Compensation Act, 1923, Industrial Disputes Act, 1970 of the modification / amendments therefore and other laws relating thereto and the rules made there under from time to time.
- 24. The Contractor on receiving any complaint from the authorities of Osmania University shall attend to it and complete the job immediately to the satisfaction of the concerned authorities. In case of non-compliance, a penalty of Rs.5000/- to Rs.25000/- shall be imposed on each occasion. Also if the work is not found satisfactory in a particular area and not up to the expected standards, an amount, which the concerned authority determines shall be deducted from the Contractor's bill. The amount so deducted shall be final.

- 25. The contractor has to make agreements for carrying out the emergency jobs any time even on Sundays and holidays. For such works, no extra payment should be claimed by the Contractor from Osmania University.
- 26. The Contract shall remain valid for a period of 12 months. On expiry of the term of the Contract and the same may be renewed by mutual agreement in the terms and conditions and the same may be renewed by mutual agreement should be claimed by the Contractor from University.
- 27. The agreement shall be liable for termination on giving one month notice by either side. During the period of notice both the parties shall continue to discharge their duties and obligations.
- 28. All the personnel bags and baggage connected with the contract shall be liable to physical check both at the time of entry into the campus and during the exit at Security Gate. The Contractor's personnel shall not stay beyond the specified working hours unless they are required to do so. They strictly comply with all security regulations of the University.
- 29. The Contractor's personnel shall be in a neat uniform (along with torch) for which cost will be borne by the Contractor. The contractor shall furnish the list of workers engaged and identify them at the Security gate before their entry into the premises.
- 30. Any breakages / Damages caused by the Contractor's personnel to any kind of University property shall be borne by the contractor at replacement cost.
- 31. The contractor will not allow or permit his workers to participate in any trade union activities or agitation in the premises of the Osmania University.
- 32. The Osmania University shall pay the amount of monthly bill i.e. @ Rs. 8,000/- per month including all the taxes after due check of all documents by way of Cheque in favour of Contractor. The contractor shall own the full wages by the Contractor shall be made in the presence of authorized representative labour duly furnishing a copy of the same to the Office of the Registrar.
- 33. The University is not liable to pay compensation arising out of or increase of employment under Workmen Compensation Act etc., The University shall not be responsible for any injury or loss to any workers of the contractor that may take place during the working hours. Any

compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor/Agency.

- 34. Any question, disputes of difference arising under the contract shall be referred to the arbitrator appointed by the Osmania University, Hyderabad. The award of the Arbitrator shall be final and binding on both the parties prescribed under arbitration of law.
- 35. It is the responsibility of the contractor to bring to the notice of his laborers that they have no right whatsoever its claim employment in Osmania University by virtue of their work under this contract.
- 36. Income tax and service tax will be recoverable from the Contractor's monthly bills as per rules;
- 37. The Campus of the University has been defined as public premises under section 2(iii) of the Public Premises (Eviction of unauthorized occupants) Act., 1971 and the Registrar, Osmania University has been declared as Estate Officer and he shall have the power to decide on matter relating to fulfillment of the terms and condition of the agreement which includes overstayal, causing damages to the University properties, breach of peace etc., and the decision of the Registrar is final and binding.
- 38. The Contractor will all times shall observe the provisions of the Employment of Children Act., 1938, Minimum Wages Act (Central), Bonous Payment Act., Employees Provident Fund Act., etc., The Contractor should agree to identify the University from and against all claims and penalties which may be suffered by the University or any reason employed by him by reason of any default on the provisions of the Employment of Children Act or any re-enactment of modification of the same from time to time.



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Date : 18.06.2018

Application form for outsourcing Agency

1.	Name & Address of the firm	:	
2.	Year of establishment (Proof to be enclosed)	:	
	a) Registration No.	:	
	b) Labour License No.	:	
	c) PF Registration No.	:	
	d) ESI Registration No.	:	
	e) GST No.	:	
	f) I.T. PAN No.	:	
	g) Telephone Nos.	:	Land Line :
			Mobile :
	h) Fax No.	:	
	i) e-mail ID	:	
	 j) Any other information pertaining to the firm 	:	Contd

Contd....

3.	Name & Designation of authority having administrative & financial powers including authorization to negotiate	:	
	Telephone Nos.	•••	Land Line : Mobile :

4. Experience of the firm (Minimum of 5 years) :

S. No.	Name of the Client	Contact Person with	From	То	Duration	Type of Labour	No. of Labour
NO.	Cheffi	mobile No.				deployed	deployed
1							
2							
3							
4							
5							

Note : If required, a separate sheet be enclosed

5. Tender Quoted price : (Commercial bid in separate cover)

Percentage of Commission on total	
monthly salary disbursed to the	
outsourcing security personnel per	
month	

Signature with Seal

CHECK LIST

1.	Name & Address of the firm	:
2.	Year of establishment/ Certificate of Incorporation (Proof to be enclosed)	:
	a) Registration for manpower supply	:
	 b) Establishment registration (SSI No) (Registration copy to be enclosed) 	:
	c) GST Certificate (Copy to be enclosed)	:
	d) PAN No. (Copy to be enclosed)	:
	e) PF Registration No. (Copy to be enclosed)	:
	f) ESI Registration No. (Copy to be enclosed)	:
	 g) Income Tax returns for last three financial years years i.e. 2015-16 to 2017-18 	
	h) Annual turnover certificate of atleast Rs. 2.00 crores for the last (3) financial years i.e. 2015-16 to 2017-18	:
	i) Income and Expenditure statement for the last (3) financial years i.e. 2015-16 to 2017-18	
	 j) Certified copy of Audit and Balance Sheet of the Agency for the last (3) financial years 	:
	 k) Name list of security personnel available with the outsourcing agency 	:
	 I) (5) years experience certificate along with Clientele list in supplying manpower preferably to Govt / Semi Govt. / Public Sector/ Autonomous Bodies) (Copy to be enclosed) 	
3.	Any other information	

DECLARATION

I hereby certify that information furnished in the above Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any state, my tender shall be liable to be cancelled/terminated without any notice or compensation in lieu thereof.

Signature with Seal