



**OSMANIA UNIVERSITY
HYDERABAD – 500007, INDIA**

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

NOTICE INVITING TENDER

Sealed tenders are invited from the agencies for deployment of manpower on contract basis in the University Campus Hostels & Messes, Osmania University, Hyderabad – 500 007. The detailed tender document can be downloaded from our website www.osmania.ac.in from **14-08-2024 to 29-08-2024**

**REGISTRAR
OSMANIA UNIVERSITY.**



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HYDERABAD – 500007, INDIA**

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

NOTICE INVITING TENDER

Sealed tenders are invited from the suppliers of "Manpower" on contract basis to work in the University Hostels & Messes for a period of **One year** on the service charges basis.

Tender form can be downloaded from the Osmania University website (www.osmania.ac.in) from **14-08-2024 to 29-08-2024** upto **2:00 PM** and a Demand Draft (DD) of **₹. 10,000/- (Rupees Ten thousand only)** drawn in favour of the **"Registrar, Osmania University, Hyderabad"** towards the cost of tender form which is to be attached along with the **EMD of ₹. 25,00,000/- (Rupees Twenty Five Lakhs only)**.

The tender document shall consist of two parts i.e., (i) Technical bid and (ii) Commercial bid.

The completed sealed tender document shall be submitted in the office of the Director (Infrastructure), Administrative Building, Osmania University, Hyderabad – 500 007 on or **before 2:00 P.M.** of the **29-08-2024**.

Sealed tenders received after the due date and time will be rejected.

The tenders will be opened on **30-08-2024 at 3:00 P.M.** in the Committee Room, Administrative Building, Osmania University, Hyderabad – 500 007

Bids not accompanied with the tender document "Fee" and "EMD" will be summarily rejected.

For further details, please visit the University website at www.osmania.ac.in


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HYDERABAD – 500007, INDIA

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

**TENDER NOTIFICATION FOR DEPLOYMENT OF MANPOWER ON CONTRACT BASIS
IN CAMPUS HOSTELS & MESSES**

Sub: - Osmania University – Campus Hostels & Messes – Tender
Notification - Reg.

The Osmania University intends to hire around **300 Workers** on contract basis to maintain the Campus Hostels & Messes. You are requested to submit your Service charges for the supply of the manpower.

Part – I

TENDER SCHEDULE

- 1) Description of tender : Deployment of manpower around 300 workers on contract basis to Campus Hostels & Messes, Osmania University, Hyderabad.
- 2) Submission of Sealed Tender forms : **14-08-2024 to 29-08-2024** at 2:00 P.M. at the office of the Director, (Infrastructure), Administrative Building, Osmania University, Hyderabad – 500 007.
- 3) Tender Processing Fee : ₹. 10,000/- (non-refundable) payable through DD drawn from any nationalized bank drawn in favour of **Registrar, Osmania University, Hyderabad**. The Tenders without accompanying demand drafts or insufficient demand drafts will not be considered and will be summarily rejected.
- 4) Closing date and time : **29-08-2024** at 2.00 P.M.
(for receiving duly filled in tender bids)
- 5) Date, Venue & Time of opening the tender : **30-08-2024** at 3:00 P.M. in the Committee Room, Administrative Building, Osmania University, Hyderabad – 500 007 in the presence of bidders or their duly authorized representatives.

- 6) Earnest Money Deposit (EMD) : EMD of ₹. 25,00,000/- (**Rupees Twenty five Lakhs only**) Payable through DD drawn from any nationalized bank drawn in favour of **Registrar, Osmania University, Hyderabad.** The Tenders without accompanying demand drafts or insufficient demand drafts will not be considered and will be summarily rejected.
- 7) Rate of Wages to be paid : The rates of wages to be paid per month to the workers as per notification of minimum wages issued by the Telangana State Government for the workers employed in Hostels & Messes attached to educational institutions vide (G.O. Ms. No. 71 LET & F (Lab-II), Dept. dated: 15-12-2011 along with notified VDA by Commissioner of Labour, from time to time.
- 8) Estimated amount per month : ₹. 50.00 Lakhs per month (approx.)
- 9) Payment Terms : Service charges will be paid on the monthly bills as approved by the notified authorities of the University.
- 10) For Details : Director (Infrastructure), Ground floor, Administrative Building, Osmania University, Hyderabad – 500 007
- 11) Period of contract : 12 months from the date of order.



INSTRUCTION TO TENDERERS

1. **Tender Form:** The tender document is available for procurement in two ways:
 - a) **In-Person Issuance:** Prospective bidders can obtain the tender document directly from the office of the Director, Infrastructure, Osmania University.
 - b) **Online Download:** The tender document is also accessible for download from the Osmania University official website, www.osmania.ac.in. Interested parties are encouraged to visit the website for comprehensive details and to download the document.
2. **Visit of the Campus:** Prospective bidders are advised to visit the OU Campus and Constituent College Hostels & Mess premises and ascertain the nature and quantum of work before tendering.
3. All tenders must be submitted on or before the specified due date and time.
4. Tenders received after the deadline will not be considered under any circumstances. Such late submissions will be summarily stand rejected, and they will be discarded without further evaluation.
5. It is the responsibility of the bidder to ensure that their tender reaches the designated submission point by the stipulated deadline.
6. Details of Tender fee, EMD, submission of tender etc. are indicated elaborately in the tender document.
7. **Evaluation of tender:** The evaluation of tenders will be based on a comprehensive assessment, with 70% weightage assigned to the "Quality Assessment" (Technical Bid) and 30% weightage assigned to the "Price Bid." This distribution ensures a balanced evaluation that takes into account both the technical capabilities and the cost considerations of the submitted tenders.
 - a) **Quality Assessment:** For the "Quality Assessment" (Technical Bid), tenderers are required to complete the prescribed proforma Annexure-III. Each tenderer must obtain separate Certificates from their Principal Employers for each contract. Contracts for which Quality Assessment Certificates are not submitted will not be considered for any purpose. In the absence of a Certificate, no marks will be assigned for the Quality Assessment.
 - b) **Submission of Licenses and Certificates:** As part of the tender submission, the tenderer must include copies of licenses / registrations obtained from the State / Central Labour Department, authorizing the engagement of contract labour with each Principal Employer.



- c) **Marks for Quality Assessment:** The maximum possible score for Quality Assessment is 50, distributed evenly across 10 factors with maximum 5 marks each. The calculation involves determining the arithmetic average of the total marks obtained in all contracts. The scores will then be assigned proportionally to the maximum marks, specifically 70%.

For example, if the average marks for a tenderer are 40, the Quality Assessment score will be calculated as follows: $40 \times (70 / 50) = 56$ marks. Tenderers securing a minimum of 50 marks will be eligible to proceed to the next stage in the price bid opening process.

- d) **Marks for Price Bid:** The Price Bid component carries a weightage of 30%. The tenderer quoting the lowest price, while complying with Minimum Wages, ESI, and EPF contributions with the previous Principal Employers, will receive a score of 100 for the Price Bid. Non-compliance with these conditions results in automatic disqualification, and consideration will then be based on the Service Charge.

Tenderers will receive a score relative to the Service Charge of the lowest tenderer, calculated as follows:

$$FS = (100 \times L1) / L$$

where FS is the marks for the Price Bid,

L1 is the Service Charge of the lowest tenderer, and

L is the Service Charge quoted by the tenderer under evaluation.

This score will be normalized to 30% i.e., $NS = (FS / 100) \times 30$ which represents the maximum marks for the Price Bid. It is important to note that the assessment under items (c) and (d) above is the exclusive prerogative of the University, and no interference from the contractor(s) will be entertained.

- e) Total marks will be determined based on the marks assigned for the price bid and the marks obtained through Quality Assessment. After assigning appropriate weightage, in the event that two or more tenders receive an equal score, the contract will be awarded to the contractor who has proven track record of executed contracts of higher values.

8. Opening of Tenders:

- a) **Opening of Part – I (Technical Bid):** The Technical Bid will be opened in the Office of the Registrar, Osmania University, at the fixed time and date indicated in the Notice. The Tenderer may choose to be present either in person or through an Authorized Representative with duly



signed written authorization during the opening of the Technical Bid and Price Bid. Only the Financial Bids of those Tenderers whose Technical Bids are considered qualified by the Technical Evaluation Committee will be opened.

- b) **Opening of Part- II (Price Bid):** After the verification of Part-I (Technical Bid), the price bid of only those tenderers who satisfy all the eligibility criteria outlined in Part-I of this notification will be opened. If any document produced in support of eligibility criteria is found to be not genuine, the Earnest Money Deposit (EMD) will stand automatically forfeited, whether before the award of work or otherwise."

9. Quoting unduly lower rate of Service Charge:

The contractor has to quote service charge that takes care of TDS, Supervision, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The University has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby adversely affecting the performance of the workers.

- a) **Decision on Reasonability of Service Charge:** The University reserves the right to assess the reasonability of the service charge rate. The University's decision in this regard shall be final and binding. No representations will be entertained or replied to.
- b) If the University deems that the service charge quoted by the tenderer with the lowest rate is not feasible, that tender will be deemed non-responsive. In such a case, the quotation with the next higher rate will be evaluated, and this process will be repeated until a quotation with a reasonable service charge is found. The work will be awarded to the tenderer with a reasonable service charge who is otherwise qualified in quality parameters.

10. Validity of Tender:

The tenders shall be valid for a period of 90 days from the date of their opening. In case the tender opening date happens to be declared as a closed holiday, the next date and timings will be notified through our website. However, the receiving date will remain same as the tenderers are required to drop their sealed tender documents in boxes kept for this purpose at Administrative Building, OU, Hyderabad.



11. Reservation of Rights by the Registrar:

The Registrar, Osmania University, Hyderabad reserves the right to:

- a) Reject any or all the tenders without assigning any reason whatsoever;
- b) Not bind himself to accept the lowest or any tender; and
- c) Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- d) Canvassing in connection with tender/quotation is strictly prohibited and such tenders shall be liable to be rejected.

12. Tender Processing fee:

The tender should be submitted in the prescribed proforma as given in Annexure - 'I' of the Tender Document, accompanied by a **non-refundable Demand Draft for ₹. 10,000/- (Rupees Ten thousand only)**, drawn in favor of the **Registrar, Osmania University**, payable at Hyderabad towards tender processing fee. No other form of fee will be accepted. Tenders not accompanied by the processing fee stand automatically rejected. The processing fee should be kept in a separate sealed cover, superscribed as 'Tender Processing Fee' For RTGS payments, ensure the counter foil is attached to this submission.

13. EARNEST MONEY DEPOSIT (EMD):

The bidders shall enclose with the Tender EMD amounting to ₹. **25,00,000/- (Rupees Twenty five Lakhs only)** in the form of Demand draft / Banker Cheque drawn on any Nationalized / Schedule Bank in favour of the **“Registrar, Osmania University, payable at Hyderabad”**, to be enclosed with “Technical Bid”. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected.

- a) EMD should be kept in a separate sealed cover superscribed as “EMD – **Manpower for Mess Workers** on contract basis at Hostel & Messes and college hostels etc., **Osmania University, Hyderabad**”.

14. Submission of tender:

The tenders should be submitted in two sealed covers:

- a) The first sealed cover should be superscribed “Technical Bid” for tender and should contain



- (1) The Proforma at Annexure-I duly filled in.
 - (2) Details of experience duly filled in Annexure-II
 - (3) Agency profile including previous experience of manpower supply to Government / Semi Government /PSU / Private Company registered under Companies Act 2013 – Annexure - III
 - (4) Checklist of documents submitted (Annexure- IV)
 - (5) Acceptance of terms and conditions there under.
 - (6) Demand Draft/ Bankers cheque for Earnest Money Deposit.
 - (7) RTGS proof towards the cost of Tender document.
 - (8) All other required documents.
- b) The second sealed envelope super scribed "Price Bid" should contain only rates which are to be quoted on monthly basis (Annexure-V & VI).
- c) Both the sealed covers of "Technical Bid" & "Price Bid" respectively should be superscribed **"Tender for Providing outsourcing Personnel for Hostels & Messes"**. This should be addressed to the Registrar, Osmania University, Hyderabad and sent by registered post or by dropping in the respective boxes placed in the office of the Director (Infrastructure) situated at Administrative Building, O.U. Campus, Hyderabad during the office hours latest by **2:00 P.M. of 29.08.2024 and shall be opened on 30-08-2024 at 3:00 P.M.** in presence of the tenderers or their authorized representatives at Committee Room, Administrative Building, OU Campus, Hyderabad. In the event of office, being closed on the date of opening of bid as specified, the bid will be opened on the next working day at the same time and venue.
- d) However, the Registrar, Osmania University may at his discretion can extend dates of receipt and opening of tenders by a fortnight and such extension shall be binding on the tenderers.

15. Security Deposit:

To ensure the successful fulfillment of contractual obligations throughout its term, the selected bidder must furnish a **Security Deposit of ₹. 25,00,000/- (Rupees Twenty five lakhs only)**. This amount, roughly equivalent to one month's payout, is non-interest-bearing and must be deposited within 15 days from the commencement of the contract. Failure to meet this requirement will lead to the cancellation of the contract agreement and forfeiture of EMD.

The Security Deposit, to be provided in the form of a Demand Draft or Bank Guarantee, should adhere to the format specified by the University. Acceptable financial institutions for this purpose include any Nationalized Banks or scheduled banks. Any breach of the contract will result in the forfeiture of the security deposit.



Upon the successful completion of the contract, the Security Deposit will be refunded within 60 days after the termination or closure of the contract. This refund will be processed after adjusting any outstanding dues owed to Principal Employer Osmania University, Hyderabad by the Contractor.

16. General terms and conditions:

The tenderer should read the 'General Terms and Conditions' of the Osmania University, Hyderabad annexed hereto and give their acceptance. The tenderer is advised to visit the Osmania University, Hyderabad on any working day between 10:00 hrs and 17:00 hrs to assess the nature and quantum of work before tendering.

17. Filling tender forms:

The tender form must be filled out or typed clearly and signed in ink, providing the tenderer's complete address legibly. The tenderer should state the tendered amount both in figures and in words. Any alterations, unless clearly attested by the tenderer with a full signature, will render the tender invalid. The tender must be appropriately signed by the authorized person(s). In the event of a discrepancy between the figures and words regarding the amount, the amount indicated in words will be considered the valid offer.

18. Invalidation of bid:

Failure to fulfil any of the conditions laid down herein, renders the tender invalid.



PART – I (TECHNICAL DETAILS)

Technical Details should be provided in the prescribed format i.e. PART-I Annexure- 'I', Annexure-II and Annexure-III which should inter alia contain the following:

- a) The tenderer is required to be a registered contractor with a valid license under The Contract Labour (Regulation and Abolition) Act, 1970. Proof of experience and a valid license for providing manpower services in areas such as Hostel & Mess Workers, Sanitation, and housekeeping must be furnished. This experience and valid license should be demonstrated in services provided to Government, Private Organizations, Public Sector Undertakings, large hospitals, hospitality establishments, or other organizations of similar standing.
- b) The estimated cost of the Tender is approximately ₹. **50,00,000/- (Rupees Fifty Lakhs only)** per month.
- c) **Experience:** The tenderer was required to have had experience in executing / completing similar works during the last 5 years, spanning from 2019-2020 to 2023-2024, in educational institutions of repute, Government entities, Public Sector Undertakings (PSUs), large hospitality establishments, or Research and Development (R&D) organizations. Experience in institutions other than those mentioned, or experiences dissimilar to the specified criteria, will not be considered valid. The required experience should have fallen into one of the following categories:
 - **Three similar** completed works during the last 5 years, each costing not less than the amount equal to 40% of estimated cost of this tender i.e. not less than ₹. 20.00 lakhs, OR
 - **Two similar** completed works during the last 5 years, each costing not less than the amount equal to 60% of estimated cost of this tender i.e. not less than ₹. 30.00 Lakhs, OR
 - **One similar** completed work during the last 5 years costing not less than the amount equal to 80% of estimated cost of this tender i.e. not less than ₹. 40.00 Lakhs.

Note: Experience for the last 5 years commencing from 2019-2020 to 2023-2024 will only be considered.

“Similar work” encompasses providing manpower for Hostel & Mess Workers and cleaning their premises, including maintenance works. The tenderer is obligated to furnish work done certificates from Principal Employers. These certificates should provide details of the work executed, the value of work completed, and the dates of commencement and completion. Additionally, the work done certificate should be accompanied by copies of Principal Employer-wise/nature of work-wise licenses obtained under the Contract Labour (Abolition & Regulation) Act, 1970, and Rules made thereunder from the State/Central Labour Department, as applicable.



Note: Copy of work order and satisfactory certificate from the Principal Employer will be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the Principal Employer will automatically stand disqualified.

- d) PAN details of the firm have to be indicated along with a certified copy.
- e) An affidavit, **in original**, duly attested by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black- listed and the name of the firm or company has not been changed.
- f) An affidavit, **in original**, duly attested by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that has never been punished by any Judicial Court, Quasi-Judicial Authorities, Tribunals etc.
- g) The entire tender document should be duly signed & sealed by the tenderer.
- h) The tenderer shall submit the information sought in the format enclosed as PART-I Annexure-'I', Annexure-II, Annexure-III and Annexure-IV as part of Technical bid along with the General Terms & conditions (duly signed) of **Manpower for Hostel & Mess Workers** on contract basis at OU Hostel & Messes. The Tenderer must have a valid EPF / ESIC Registration / Code numbers duly obtained from respective Organisations, so as to enable to contribute to EPFO / ESIC.
- i) Workers assigned work at OU should not be involved in any police case or any case should not be pending against them. Police verification certificate for the persons deployed for work to be submitted.
- j) If in the opinion of the Osmania University authorities, the performance of any of the person deployed is not satisfactory or he/she is not amenable to discipline or his/her behavior is not conducive to retain them for the work, he/she should be replaced by the contractor immediately.
- k) All the copies of mandatory documents, except affidavits mentioned in e) and f) above, submitted by the tenderer should be attested by the Contractor. The affidavits mentioned in e) and f) above should be attested by contractor himself as well as a Notary Public. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.



PART – II (PRICE-BID)

- a) Price bid should be in the format enclosed with tender at Part-II Annexure-V. Conditional offer will render the tender/bid automatically invalid.
- b) The tender must be clearly filled or typed and signed in ink, providing the full address of the tenderer. The tenderer should quote the amount tendered both in figures and in words, with any alterations legibly attested by the tenderer using their full signature, as alterations without proper attestation will invalidate the tender. The tender must be duly signed by authorized individuals. In the event of any discrepancy between the amount stated in figures and words, the amount indicated in words will be considered the valid offer.
- c) The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- d) Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
- e) The service charges quoted should not be "absurdly low". The bidder may be asked to justify the charges in case the University finds the amount as "absurdly low". The decision of the University on quote for being "absurdly low" shall be final. These service charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the minimum wages, otherwise.





OSMANIA UNIVERSITY,
HYDERABAD – 500007, INDIA

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

General Instructions for Tender Submission

1. **Premises Inspection and Acceptance:** By submitting a tender, the tenderer is deemed to have inspected the premises and accepted all contract terms and conditions.

No verbal or written inquiries will be entertained concerning the acceptance or rejection of the tender.

2. **Contract Duration and Trial Period:** The contract is initially for one year, including a trial period of three months.

Satisfactory services during the trial period lead to a renewal for the remaining nine months. Unsatisfactory services result in termination with a two-week notice.

Osmania University may extend the contract up to three years, subject to the contractor's written consent.

3. **Execution of Works:** All works shall adhere to detailed specifications and directives from officers nominated by the Registrar.

4. **Approximate Areas and Variability:** Indicated cleaning areas are approximate and subject to variation.

5. **Failure to Fulfill Obligations:** If the contractor fails to fulfill obligations, the university has the right to take up the work at the contractor's cost, recovering expenses, including the security deposit. The university may impose penalties for faults, and damages will be deducted from the bill.

6. **Compliance with Laws:** The contractor must comply with all applicable laws, regulations, and statutory obligations, including labour laws. The contractor is obligated to indemnify Osmania University from any claims arising from non-compliance.

7. **Licensing Requirement:** The contractor must obtain a valid license under the Contract Labour (Abolition & Regulation) Act 1970 from the Telangana State Labour department immediately after the tender is awarded and before submitting the first bill.

8. **Minimum Wages Compliance:** The contractor must pay the latest notified minimum wages, including VDA, as per scheduled wages notified by Government of Telangana for Employment in Hostels attached to Educational Institutions.
9. **Supervision and Guidance:** The contractor is required to provide skilled manpower at their own cost to supervise and guide unskilled workers as directed by the Officer-in-charge nominated by the Registrar.
10. **Registered / Corporate Office Requirement:** Every contractor must have a registered / corporate office in Hyderabad with a valid phone number and email address. Communications sent to this address will be considered as delivered in time.
11. **Quality Termination:** If the quality of work is unsatisfactory at any stage, the contract may be terminated with two weeks advance intimation, and the security deposit may be forfeited. The contractor will have no claims against Osmania University.
12. **Liability for Inferior Quality:** If inferior quality work is discovered later, the contractor remains liable to pay compensation as determined by Osmania University authorities. Any payments already made may be deducted from sums due on other university works.
13. **Employee Compensation Policy:** The contractor must obtain an Employee Compensation Policy from a reputable general insurance company to safeguard workers and their families from employment-related accidents, particularly those not covered by ESIC. The contractor is fully responsible for any accidents involving workers and must indemnify Osmania University against claims, disabilities, deaths, or any legal provisions arising from accidents occurred during the course and out of employment. The contractor will indemnify the university against all claims, including litigation expenses, interest, and costs awarded by competent authorities/courts.
14. **Child Labor Prohibition:** The contractor must not appoint children below the age of 18, and any violation will be the contractor's sole responsibility.
15. **Liabilities and Deductions:** Any liability fallen on Osmania University due to Contractors direct or indirect act will be deducted from the contractor's bills, and if not fully recovered, it will be deducted from the security deposit. The university holds no liabilities toward the contractor's workers, who are considered exclusive employees of the contractor.
16. **Alteration of Specifications:** Osmania University reserves the right to alter specifications, add or omit work items, or have portions carried out by others without violating the contract.



17. **Authorized Representatives / Skilled Supervisors:** The contractor at his/her/its cost must post authorized representatives/skilled supervisors at the work site. Instructions given to the authorized representative by University will be deemed received by the contractor. The wages of the supervisor shall be claimed separately on monthly basis duly certified by the concerned officials.
18. **Failure to Execute Work:** If the contractor fails to execute the work, Osmania University will make alternative arrangements at the cost and risk of the contractor, along with any fines or penalties.
19. **Compensation for Property Damage:** The contractor is liable to pay compensation for any loss or damage to university property, staff, students, or visitors caused by the contractor or their workers.
20. **Worker Conduct and Legal Compliance:** The contractor is personally responsible for his workers' conduct and must address any complaints promptly. The contractor must observe all laws and will be responsible for any prosecution or liability resulting from breaches.
21. **Unauthorized Occupation:** Workers engaged by the contractor must not be unauthorized occupants or residents of Osmania University land or premises.
22. **Contract Termination:** Osmania University reserves the right to terminate the contract with a 15-day notice where feasible. The contractor must serve a three-month notice if terminating the contract.
23. **Dispute Resolution:** In case of disputes, the matter shall be referred to the Registrar or a nominated officer for arbitration, with the arbitrator's decision being final and binding. The contractor agrees that the arbitrator could be a university employee, with proceedings governed by the Arbitration Act 1996.
24. **Worker Leave and Holiday Policy:** The contractor's workers at Osmania University are entitled to observe only 10 closed holidays in a calendar year, regardless of university holidays. In addition to closed holidays, workers are entitled to one day of paid leave for every twenty days of work, as per the contractor's compliance with labor laws.
25. **Work Schedule and Weekly Holidays:** Employees of the contractor should be available on a seven-day week basis, including holidays and Sundays if required. The contractor must arrange a weekly holiday and other holiday structures that do not disrupt regular work on all the days.
26. **Personnel Verification and Information Submission:** A verification report from the relevant police station for all contractor personnel should be submitted. The contractor must provide a list of employees with their bio-data, photos, and thumb impressions to the Registrar, Osmania University, Hyderabad before their engagement on work. Immediate updates on any changes are required.



27. **Age Criteria for Unskilled Personnel:** Unskilled personnel engaged by the contractor should not be below 18 or over 58 years. The contractor must submit a list with age proof, qualification proof, and permanent address proof for retention in Hostel & Messes office.
28. **Leave Benefits and Replacement Responsibilities:** The contractor is fully responsible for providing leave benefits, weekly offs, national and festival holidays, etc., to deployed personnel. It is the contractor's prime responsibility to provide a suitable substitute when personnel are late, on leave, or absent.
29. **Declaration Regarding Employment Status:** The contractor must not be an employee of Osmania University, Hyderabad, or any other central/state government. A declaration to this effect must be submitted.
30. **Residential Arrangements:** The contractor and workers must make their own residential arrangements outside the university premises. No one is permitted to stay in the Hostel & Messes/Campus during non-functional hours except when on duty.
31. **Supply of Cleaning Materials and Tools:** The contractor is responsible for supplying all cleaning materials, chemicals, instruments, equipment, and ground cleaning tools. Repairs, replacements, and maintenance of tools are the contractor's responsibility.
32. **Waste Disposal Responsibility:** Solid waste collected from the buildings should be disposed of in GHMC garbage vehicles through liaison with GHMC Authority. Wet / biodegradable waste shall be disposed of in areas assigned by Osmania University. The contractor is solely responsible for keeping the premises clean and hygienic.
33. **Attendance Registers and Biometric Machines:** Daily attendance registers will be maintained at OU Hostel & Messes to record personnel on duty and work done. The contractor must provide Five biometric machines (at their cost) for their workers, with a monthly report on biometric attendance submitted to the OU Hostel & Messes office for monthly RA bill computation.
34. **Replacement of Personnel:** The contractor must provide replacements for absent personnel promptly to ensure full staff at all times. Immediate alternate arrangements (within two hours) must be made in case of absence or leave.
35. **Inspection of Work:** Hostel & Messes caretaker / Warden, Student Coordinator, and staff are free to inspect the contractor's personnel's work at any time. All assigned work must be done to the complete satisfaction of the authorities concerned.
36. **Payment and Escalation Charges:** Payment for escalation charges due to revisions in wages and statutory payments (EPF/ESI contributions) will be made by Osmania University, Hyderabad, based on appropriate government regulations. No escalation of the percentage of Contractor's Service Charges is admissible during the contract term.



B. MODIFICATION OF TERMS AND CONDITIONS:

The Osmania University, Hyderabad with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of the contract.

C. PAYMENT CONDITIONS:

1. **Payment Process:** The Contractor is responsible for directly paying wages to workers by the 5th of each month using its funds. Subsequently, the Contractor submits a reimbursement bill, verified based on actual disbursements and attendance records. Wages must be deposited into workers' bank accounts, and the Contractor provides certified bank details/ECS statements with the bill for verification. Bills should include certified copies of EPF and ESI challans for the respective month, and the Officer-in-charge certifies the bill for pro-rata payment after checking work records.
2. **Billing Procedure:** All bills, in triplicate, must be submitted on printed forms, duly signed, and pre-receipted. The contractor bills need to be counter signed by authorized official of the University by verifying the veracity of the bill.
3. **Payment to Contractor:** The University makes monthly payments upon receiving bills in triplicate, along with attendance sheets and a certificate of satisfactory performance. A certificate confirming labor law compliance must accompany the bill, including proof. Deductions for Income Tax and other statutory levies applicable at the time will be made from the Contractor's bills.
4. **Payment Timeline and Linkage:** The Contractor ensures worker payments by the 5th of each month, and there is no connection between this payment and settling periodical/pending bills. If contractor fails to make payments of wages in time i.e., before 5th of every month, the university will be at liberty to levy penalties
5. **Wage Deposit and Bank Accounts:** The Contractor arranges wage deposits into bank accounts, preferably through ECS. Providing a copy of the ECS statement is crucial for bill payment. Failure to do so will result in non-payment of the current month's bill. Facilitating workers in opening bank accounts is mandatory, and cash payments are strictly prohibited.
6. **Separate Agreement:** The Contractor signs a separate agreement with the Registrar, OU upon being awarded the contract and before the actual work begins. The terms and conditions in this agreement, in compliance with tender conditions or in addition to them, are binding on both parties.

D. COMMENCEMENT OF WORK:

1. The Contractor is obligated to initiate mess activities from the accepted or appointed date of the contract.



2. If it is observed that the work hasn't commenced from this date, Osmania University reserves the right, at its sole discretion, to cancel the work order.
3. In such an event, the EMD Security Deposit will be forfeited without any additional reference to the Contractor.

E. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, the Osmania University reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in interest of the University or students at large. The contractor is not eligible for any compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the Osmania University shall be forfeited without any claim whatsoever on Osmania University and the contractor is liable for action as appropriate under the extant laws.
3. I / We certify that the above information is true to the best of my / our knowledge and I / We do not have any relative working/studying in Osmania University.



ANNEXURE – I

PART – I Technical Bid		
1. Documents/details to be mandatorily submitted: -		
Sl. No.	Particulars	Fill in the details
1	Name of Firm/Tenderer / Company (in block letters)	
2	Permanent Address & Telephone No.	
3	Full Postal Address, Telephone /Fax No. E-mail:	
4	Details of infrastructure, persons employed, and number of offices/branches available (attach separate sheet).	[Attach as enclosure & refer here]
5	EMD, Bank Draft No & Date, Banker's Name & Branch.	
6	Annual turnover in Hyderabad / Outside Hyderabad for the last 3 years 2021-2022 to 2023-2024.	
7	Name of the bank, address, account number, IFSC code	
8	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).	[Attach as enclosure & refer here]
9	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	[Attach as enclosure & refer here]
10	Income Tax Return (last three years), TAN No. PAN No. Professional Tax, VAT and Service Tax Regn. No's. (enclose photo copies) for the last 5 years 2019-2020 to 2023-2024.	[Attach as enclosure & refer here]
11	Copies of valid Licenses issued by the State / Central Labour Department under Contract Labour Act for each Principal Employer separately duly attested by the Contractor.	[Attach as enclosure & refer here]
12	Details of ESIC Registration with Date and proof of registration	[Attach as enclosure & refer here]
13	Details of EPF Registration code with date and proof of registration	[Attach as enclosure & refer here]
14	Any other relevant information	



Signature and Seal of the Tenderer



OSMANIA UNIVERSITY,
HYDERABAD – 500007, INDIA

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

ANNEXURE – II

PART- I TECHNICAL BID

1. Details of Experience: Should be furnished in the following format-

Experience during the period **2019-2020 to 2023-2024** only:

Name of the Principal Employer and full address	Telephone and FAX number of the Principal Employer	Tenure of Contract	Value of Contract

Important: Only certificates issued by the Principal Employers on their letter head with date of issue and containing requisite details will be considered. Copies of work orders, extension letters, bills, and the like will not be considered.

2. Documents to be submitted by the successful Tenderer before award of work:

Proof of Financial Capacity from his bankers / Chartered Accountant

Audited balance sheet and Profit / Loss A/c for 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24. Attested copies of Contract Labour licence obtained under Contract Labour (Regulation & Abolition) Act 1970 and Rules made thereunder from State Central Labour Department, Principal Employer wise and work wise, as the case may be.

Signature of Tenderer,
Seal & address

Date:



**OSMANIA UNIVERSITY,
HYDERABAD – 500007, INDIA**

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

ANNEXURE – III

QUALITY ASSESSMENT SHEET
(submit with technical bid)

Important: This carries 70% marks and the marks scored in this will be used for evaluation of tender.

Name of the Agency: _____

Period of service availed from Agency: _____

(Please tick ✓ numerical assessment - 5 being the maximum score)

Sl. No.	Description	1	2	3	4	5	Remarks / Justification
01	Agency has experience (Attach Establishment Certificate) 10 to 15 Years - 3 marks >15 Years to 20 Years - 4 marks 20 Years - 5 marks						
02	Bank Solvency Certificate (Attach Bank Solvency Certificate) 1 to 1.5 Crores – 3 marks >1.5 to 2 Crores – 4 marks 2 Crores – 5 marks						
03	Annual average turn over for last five years. (Attach certificate of CA) (2019-20, 2020-21, 2021-22, 22-23, 2023-24) 15 to 25 Crores – 3 marks 25 to 50 Crores – 4 marks 50 Crores – 5 marks						
04	Experience of State / Central Govt, / Large corporate sector (Attach experience certificate) 3 to 4 Years – 3 marks > 4 to 5 Years – 4 marks > 5 years – 5 marks						
05	Staff on PF Roll in 2023-24 (Attach Electronic Challan cum Return ECR) 200 to 300 – 3 marks > 300 to 500 – 4 marks > 500 – 5 marks						
06	One similar completed work order costing (Attach work order as well as work completion certificate) 1.5 to 3 Crores – 3 marks > 3 to 5 Crores – 4 marks > 5 Crores – 5 marks						

(Signature)

Sl. No.	Description	1	2	3	4	5	Remarks / Justification
07	Record maintenance and monitoring mechanism for manpower and material Well-documented and effective mechanism – 5 marks Adequate but some improvement needed – 3 marks Inadequate or no clear mechanism – 0 marks						
08	Welfare measures by the Agency to their staff Comprehensive welfare measures – 5 marks Some welfare measures in place – 3 marks Limited or no welfare measures – 0 marks						
09	Equipment and machinery deployed and used Modern and well-maintained equipment – 5 marks Adequate equipment with some maintenance issues - 3 marks Inadequate or outdated equipment – 0 marks						
10	Compliance with labour laws and documentation Full compliance with timely contributions, provided necessary documents, and confirmation data – 5 marks Partial compliance or some documentation provided - 3 marks Non-compliance or insufficient documentation - 0 marks.						

Note:

1. The agency shall file Principal Employer wise / nature of work wise copies of licences obtained under Contract Labour (abolition & Regulation) Act 1970 along with experience certificate.
2. The agency did comply with labour laws by ensuring timely contributions to EPF, ESI etc. and provided salary slips, PF slips, ESI cards etc., to individuals and the confirmation data on the same to organization on a regular basis.
3. For item No. 1 to 6 the Agency is required to submit the documentary evidence as per the Technical bid Annexure- I and II and the other documents mentioned in the said items.
4. The University appointed committee may visit the site and based on visit performance, the item No. 7 to 10 will be assessed.
5. The Tender committee will declare the name of the qualified contractor who scores more than / equal to 50 marks based on the above said assessment.





**OSMANIA UNIVERSITY,
HYDERABAD – 500007, INDIA**

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

ANNEXURE-IV

Technical Bid

To be filled by the Tenderer Important:

Please read the Notice Inviting Tender before filling this.

CHECK LIST for PART-I

Sl. No.	Details	Furnished / Attached	At Page No.
1	Contract Labour licence details	Yes / No	
2	EPF Registration Certificate	Yes / No	
3	ESIC Registration Certificate	Yes / No	
4	Income Tax Return for the last 5 years 2019-2020 to 2023-2024.	Yes / No	
5	Experience Certificate along with copies of contract labour licence pertaining to such experience.	Yes / No	
6	List of Organizations where presently engaged	Yes / No	
7	List of Organizations where similar works have been carried out in the past	Yes / No	
8	Quality Assessment Certificate (Proforma enclosed)	Yes / No	
9	Tender fee in the form of DD (in separate envelop super scribing on it the details)	Yes / No	
10	EMD in the form of DD (in separate envelop super scribing on it the details)	Yes / No	
11	Letter of Acceptance	Yes / No	
12	Undertaking by the Contractor	Yes / No	
13	Letter of Consent	Yes / No	

Check List for Part –II

1	Price Bid Part-II	Yes / No	
2	Statement of details of expenditure	Yes / No	

**Signature of the tenderer
with name and rubber stamp**



**OSMANIA UNIVERSITY,
HYDERABAD – 500007, INDIA**

Tender Notice No. MR- 201/17/2022/Estt.II

Date: 14-08-2024

ANNEXURE-V

PART-II PRICE BID – (A)

Minimum Number of workers to be engaged as assessed by Osmania University for providing Manpower for Hostel & Mess Workers at OU Hostels & Messes, Administrative Building and its surroundings and other related locations:

Supervisors are at the contractor's cost : 02 No's.

Skilled & Unskilled workers: Around : 300 No's.

TO BE FILLED BY THE CONTRACTOR: Please refer to rates pertaining to: Contract Labour Act, (R&A)1970 and Telangana Rules (Adoption Order, 2016).

A. I / We shall charge the Service Charges _____ % (in figures) _____ Percentage (in words) on the Total Monthly bill value excluding taxes. Reimbursement bill as per the Terms and Conditions of the tender document.

B.

Sl. No.	Description of Items	Rates in Figures (Rs)	Rates in words (Rs)
1.	Total Manpower cost per Month for the hostels & messes including Service Charge {Approximately} .	₹. 50,00,000/-	(Rupees Fifty Lakhs only)
2	Amount for one Year	₹. 6,00,00,000/-	(Rupees Six Crores only)

Note:

1. Month means calendar month.
2. Rate of Basic Wage shall not be less than the rate notified in Memorandum cited above.
3. Contractor's Service Charges at Sl. No. A, profit should not be less than 3%.
4. Separate rate or amount should not be quoted for uniform and footwear failing which the tender stands automatically disqualified.
5. Taxes, statutory levies, if applicable will be paid as per statutory mandate/ notifications in force time to time.

**Signature of the Tenderer
with Seal & Address**

Date:



OSMANIA UNIVERSITY
HYDERABAD – 500007, INDIA

Date: -08-2024

LETTER OF ACCEPTANCE

I / We have read the Tender conditions, all the Annexures including the General Terms and Conditions of the contract given in the tender document.

I / We agree to abide by the same.

Contractor's Seal & Signature

Date:

Address for Correspondence:



**OSMANIA UNIVERSITY
HYDERABAD – 500007, INDIA**

UNDERTAKING BY CONTRACTOR

I / We hereby certify that:

Full manpower will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by Osmania University, Hyderabad along with the sufficient quantity of branded cleaning material/chemicals for the Sanitation / housekeeping and cleaning purpose.

I / we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.

I / We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at OU Hostels & Messes, Administrative Building and its surroundings / related locations

I / We agree that we will provide sufficient quantity of cleaning material as mentioned in the Tender document.

I / We agree that the payment will not be made for the work not carried out in any of the above areas.

I / We will provide staff for shifting of furniture and small equipment as and when required by the University.

I / We agree to pay not less than minimum wages, EPF, ESI, bonus, and other statutory payments on or before 5th day of every month. Further, I / We agree to submit proof of payment of wages i.e. ECIS statement and challans, ESI and EPF contributions along with the bill for the current month. We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent Authorities. We shall keep the University fully indemnified and continue to keep the University indemnified for all the consequences arising out of our non- compliance of the provisions of law.

Substitute workers / Supervisor will be made available as and when required. Extra manpower if any called during conference / meetings, shifting of materials from one location to another, etc. Will be provided even at short notice.

The Identity Card will be issued to all the workers within 15 days of engagement of workers and it will be replaced as and when required and all the expenditure will borne by me/us.

We shall protect the interest of the University in respect of this contract agreement as well as against the action of any of our employees.

Place:
Date:

Contractor's Signature and seal

AFFIDAVIT
(On Rs.100/- stamp paper)

Date: _____

To
The Registrar,
Osmania University
Hyderabad- 500 007

Tender Notice No. MR- 201/17/2022/Estt.II Date: 14-08-2024

Name of work: **Providing Manpower for Hostel & Mess Workers on contract basis at OU Hostel & Messes building, Osmania University, Hyderabad.**

Sir,

I / We understand the nature and quantum of work to be carried out. I / we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I / we also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I / we understand that my / our "Earnest Money Deposit" submitted along with the tender to Osmania University, Hyderabad will be liable for forfeiture in default. The rate quoted is firm and I / we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I / we also hereby agree to abide by the rules and regulations of the Osmania University, Hyderabad, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by Osmania University, Hyderabad.

Earnest Money in the form of Demand Draft / Bank's Pay Order drawn in favour of the Registrar, Osmania University, Hyderabad from a Nationalised / Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if: -

- i) I / We do not execute the contract documents within 7 (seven) days after getting information from Osmania University, Hyderabad, or
- ii) I / We do not commence the work within 15 (fifteen) days after getting information from Osmania University, Hyderabad.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work..

Signature of Tenderer(s) with Stamp, Address:

(Note: No change should be made by the tenderers except filling-up details mentioned in the formats meant for Technical Bid, and its Annexures and Price Bid and its Annexures. In case any changes made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.)

