

Tender Notice No. MR-200/27/2008/Estt-II/2024

Date: 14-08-2024

TENDER NOTICE

Osmania University is inviting the Tenders for engaging security personnel (Ex-Servicemen only) on outsourcing basis hired through Private Security Agencies. The interested Agencies holding license with updated registration and all statutory licences may submit their sealed tenders on or before **29-08-2024** upto **2.00 pm** at office of the Director (Infrastructure), Ground Floor, Administrative Building, Osmania University, Hyderabad - 500 007. The application form and further details can be had from the University website (<u>www.osmania.ac.in</u>).

REGISTRAR OSMANIA UNIVERSITY



OSMANIA UNIVERSITY HYDERABAD - 500 007

Tender Notice No. MR-200/27/2008/Estt-II/2024

Date: 14-08-2024

TENDER NOTICE

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

The interested Outsourcing Agencies holding relevant license with updated registration can submit their tenders along with the demand draft for ₹. 25,000/- (Rupees Twenty Five thousand only) non-refundable towards application processing fee for outsourcing work of Security Personnel.

The sealed tenders in **two** separate covers i.e., **Technical and Commercial** must reach at office of the Director (Infrastructure), Ground Floor, Administrative Building, Osmania University, Hyderabad - 500 007 on or before **29-08-2024 up to 2.00 PM**.

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

The tenders will be opened on **29-08-2024 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.

The application form and further details can be had from the University website (<u>www.osmania.ac.in</u>).

REGISTRAR OSMANIA UNIVERSITY

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 Act 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 Agency should submit copies of certificate of incorporation, EPF, ESI, Labour Registration, PAN and Goods Service Tax, Professional Tax Registration Number along with tender documents.
- 3. The Agency should have a minimum of 3 years experience in supplying manpower, preferably to Educational Institutions / Central / State Governments / PSUs / organisations of reputed.
- 4. The Agency shall compulsorily submit satisfactory service Certificate from the immediate Principal Employers availed Security Service from them for the past 3 years commencing from 2021-2022 to 2023-2024.
- 5. The agency should have supplied atleast 200 security personnel ex-servicemen during the last 3 years (Experience certificate and satisfactory certificates obtained from the Principal Employer shall be enclosed, otherwise the tender will be summarily rejected.
- Registered / Corporate Office Requirement: Every contractor must have a registered / corporate office based in Hyderabad with a clear postal address, valid phone number and email address. Communications sent to this address will be considered as delivered in time.
- 7. The Security Agency should be able to *deploy ex-servicemen (ESM) only* to provide Security Service to the Osmania University Campus / Offices & Hostels and Colleges.
- The agency should have annual turnover of atleast ₹. 3,00,00,000/- (Rupees Three Crores only) for the immediate previous (3) financial years from 2021-22 to 2023-24.
- 9. The agency shall submit Income & Expenditure statement and balance sheet for the immediate previous (3) financial years from 2021-22 to 2023-24.
- 10. The agency shall submit copies of Income Tax returns for the previous (3) financial years from 2021-22 to 2023-24.
- 11. 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 time respective offices / companies shall be submitted for the past 3 years.

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- 12. An Earnest Money Deposit (EMD) for ₹. 20,00,000/- (Rupees Twenty Lakhs only) through demand draft obtained from a nationalized / scheduled bank and 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.
- 13. The successful bidder should furnish a **security deposit** / performance / Bank guarantee deposit of ₹. **50,00,000/-** (Rupees Fifty Lakhs only) 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.
- 14. The agency shall be in a position to supply atleast 300 security personnel at a time every day including 50 women security personnel.
- 15. The agency shall obtain and furnish copies of Aadhar cards and their official ID's (Ex-servicemen) of all the Security personnel being deployed.
- 16. The ex-service personnel being deployed shall be aged between **35 and 55 years**, **however**, **5 years relaxation** may be given to Supervisory security personnel.
- 17. Training, physical standards and other requirements of the Ex-Service men shall be as per the Private Security Agencies (Regulation) Act, 2005 and other rules.
- 18. The deployment of Security Personnel shall be complied by the Agency as per Osmania University requirement.
- 19. All personnel will be interviewed by the University prior to the actual deployment and the Agency shall not deploy any personnel not satisfying the required eligibility conditions.
- 20. The Agency shall ensure that all operational requirements are carried out by making themselves available in the command and control room.

TERMS AND CONDITIONS:

- The University may direct the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, and the provider shall forthwith comply with such directions.
- 2. The service provider has to provide the Uniforms and 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 should be reported immediately.
- The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personnel 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.

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- 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., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Law. Undertaking from the persons to this effect will be required to be submitted by the service provider to the University.
- 6. The security personnel deployed by the agency 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, pan, tobacco, 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 by the Agency. The 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 orders issued. Payment in cash is totally prohibited. A Certificate that the wages have been paid in accordance with the said notification should be invariably furnished by the Agency every month to the University along with monthly claim bill.
- 9. 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. A person shall be deputed for at least 2 hours every day at the office of the Registrar by the service provider for consultation with prior appointment.
- 10. The rates quoted in tender must show Goods Service Tax, *service charge and other charges* which may be liable. However, the Service charges shall not be less than 3% and income tax (TDS) if any shall be deducted from the Service Charge of the Agency only.
- 11. The firm has to maintain Employees Provident Fund (EPF) account against every person employed with Regional Provident Fund Office.
- 12. The firm is required to credit the salary to all the outsourced manpower latest by 5th of following month irrespective of the bills being passed by University, in the respective bank A/c. of all security personnel. In case of delayed payment, the firm shall be liable to pay ₹. **100/-** penalty for delay per person per day.
- 13. The firm shall be responsible for any queries from any public officer / authority on issues related to minimum wages, EPF/ ESI etc., and any other statutory bodies.
- 14. The firm shall submit monthly challan and documentary evidence in support of proof for depositing EPF / ESI contributions of both employee and employers share in respect of workers engaged by agency for 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.

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- 15. 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 required to enter in to an agreement with the university immediately on Non–Judicial paper worth ₹. 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 *three* months notice to the Registrar, Osmania University, Hyderabad.
- 16. The Agency cannot sub-contract the work/outsource the work without consent of the University. In case this is established, the contract with the University shall be terminated and security deposit / performance guarantee deposit be forfeited besides the firm being blacklisted.
- 17. The work as per the contract shall be governed by Osmania University, general rules and regulations prevailing and as amended from time to time and generally the duties will be *round the clock in 8 hours shifts*, which may be changed as per requirement
- 18. The Agency shall employ the required numbers of trained manpower and they should necessarily be available at the allotted location in the premises as per orders for works of personnel depending upon the quantum of job for Skilled, Semi-Skilled and Un-skilled personnel.
- 19. The personnel deployed should be duly trained and fully conversant with Security rules and requirements.
- 20. Penalty shall be imposed proportionately to both absentees and agencies for any incomplete /un-satisfactory work as per agreement.
- 21. The Agency shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under before the commencement of the work and continue to hold it till the completion of work.
- 22. The Agency shall maintain the following registers as per the Contract Labour (Regulation & Abolition) Act, 1970 and submit periodical returns to the public officer concerned.
 - (a) Register to workmen as per XIVI 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 Agency on receiving any complaint under the Payment of Wages Act, the Employees Compensation Act, 1923, Industrial Disputes Act, 1948 of the modification / amendments thereof and other laws relating thereto and the rules made there under from time to time, shall be solely responsible for redressing the complaints / claims. The University shall be totally excluded and indemnified from any such liability.

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- 24. The agency should have an Employee Compensation policy purchased from a reputed general insurance company to compensate the employees by settling claims as per Employees Compensation Act 2010 and the agency shall fully indemnify the University against any claim or liability in this regard.
- 25. The Agency 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 ₹.5000/- to ₹.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 Agency's bill, the amount so deducted shall be final.
- 26. The Agency 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 Agency from Osmania University.
- 27. The Contract shall remain valid for a period of 12 months. On expiry of the term of the Contract the same may be renewed by mutual agreement.
- 28. The agreement shall be liable for termination on giving *three* months notice by either side. During the period of notice both the parties shall continue to discharge their duties and obligations.
- 29. All the personnel's 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 Agency's personnel shall not stay beyond the specified working hours unless they are required to do so. They shall strictly comply with all security regulations of the University.
- 30. The Agency's personnel shall be in a neat uniform (along with torch) for which cost will be borne by the Agency. The Agency shall furnish the list of workers engaged and identify them at the Security gate before their entry into the premises.
- 31. Any breakages / Damages caused by the Agency 's personnel to any kind of University property shall be borne by the Agency at replacement cost.
- 32. The Agency shall not allow or permit his workers to participate in any trade union activities or agitation in the premises of the Osmania University.
- 33. The Osmania University shall pay the amount of monthly bill i.e., @ ₹. 15,600/- for Category I {other than ex-servicemen, if any} and ₹. 19,500/- for Category II {ex-servicemen} per month / per head including all the taxes after due check of all documents by way of Cheque in favour of Agency. The Agency shall pay the full wages to the Security personnel after making all the statutory deductions by duly furnishing a copy of the settlement to the Office of the Registrar, O.U.
- 34. The University shall not be liable to pay compensation arising out of and during the course of employment under the Employees Compensation Act etc., The University shall not be responsible for any injury or loss to any workers of the Agency that may

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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 Agencies / Agency.

- 35. It is the responsibility of the Agency to bring to the notice of its personnel that they have no right whatsoever to claim employment in Osmania University by virtue of their work under this contract.
- 36. Income tax and service tax will be recoverable from the Agency's monthly bills as per applicable laws.
- 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 Office 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 Agency at all times, shall observe the provisions of the Child Labour (Prohibition & Regulation) 1986, Amendment Act 2016 Minimum Wages Act (Central) 1948, Employees Provident Funds & Miscellaneous Provisions Act 1952 and all other applicable laws., The Agency should indemnify the University from and against all claims and penalties and all statutory obligations which may arise out of contractor/agencies default or non-compliance.
- 39. In the event of any dispute on functioning of the Contract, the same shall be referred to a mutually acceptable Arbitrator, to be nominated by the Vice-Chancellor, O.U. If for any reason (s), the reference cannot be made by the vice-Chancellor, then, there shall be no reference to Arbitration. In such an eventuality, the decision of the Vice-Chancellor, O.U. shall be final. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996 and the place shall be Hyderabad.
- 40. Any dispute(s) arising from this agreement shall be subject to the jurisdiction of Hyderabad courts only. Any midcourse correction required in the Memorandum of Understanding / Contract / Agreement can be issued as addendum after due consultation between Osmania University and Agency with their mutual consent.

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OSMANIA UNIVERSITY HYDERABAD - 500 007

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Date :14-08-2024

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	:	
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 3 years):

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

Note: If required, a separate sheet be enclosed

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

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Signature with Seal

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1.	Name & Address of the firm		
2.	Year of establishment/ Certificate of	:	
	Incorporation (Proof to be enclosed)		
	a) Registration for manpower supply under	:	
	shops & establishments Act 1988		
	b) Establishment registration (SSI No)	:	
	(Registration copy to be enclosed)		
	a) CST Cartificate (Cany to be applaced)		
	c) GST Certificate (Copy to be enclosed)	:	
2	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 previous three	:	
	financial years i.e., 2021-2022 to 2023- 2024		
	h) Annual turnover certificate of atleast Rs.		
	3.00 crores for the previous three	·	
	financial years i.e., 2021-2022 to 2023-	14. 1981	
	2024		
	i) Income and Expenditure statement for the	:	
	previous three financial years i.e., 2021-		
	2022 to 2023-2024		
	j) EPF returns / list for the previous three	:	
	years		
	k) Certified copy of Audit and Balance Sheet of the Agency for the last (3) financial	•	
	years		
	I) Name list of security personnel available	:	
	with the outsourcing agency	-	
	m) Three years experience certificate along	:	
	with Clientele list in supplying manpower		
	preferably to Educational Institutions /		
1	Govt / Semi Govt. / Public Sector/		
	Autonomous Bodies). (Copy to be		
	enclosed)	-	
	n) Profile of the Agency	:	
			· · · · · · · · · · · · · · · · · · ·

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4.	Satisfactory service Certificate from the immediate / previous employer availing Security Service from them for the past three years.		
5.	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 stage, my tender shall be liable to be cancelled/terminated without any notice or compensation in lieu thereof.

Signature with Seal

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