TELANGANA UNIVERSITY

DICHPALLY, NIZAMABAD-503 322 (TS)

TENDER NOTICE

Tender No. 002 /REG/TU/NZB/2020 **Date: 20-02-2020**

Telangana University, Nizamabad, is inviting the Tenders in the prescribed formats from the interested Outsourcing Agencies / Service Providers for the following three categories for providing the manpower on outsourcing basis (purely temporary).

CATEGORY – I	Computer Operators / Programmers, Jr. Asst.-cum-DEO, Attenders, Sweepers & etc.
CATEGORY – II	Security Personnel
CATEGORY – III	Monthly Sanitation Maintenance (Including required sanitation material and manpower).

The interested Agencies holding license with updated registration can submit their tenders along with the demand draft for **Rs. 10,000/- (Rupees Ten Thousand Only)** towards application cost which is non-refundable for each Category of the above listed works. The sealed tenders must reach to the O/o **the Registrar, Telangana University, Dichpally, Nizamabad–503 322 (TS)** on or before **29-02-2020** up to **3:00 pm.** The application form and further details can be had from the University website **(www.telanganauniversity.ac.in)**.

Sd/-

REGISTRAR

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

ESSENTIAL REQUIREMENTS:

1. The service provider should be registered with the concerned Government Authorities (Like PAN / TAN / GST / ESI / EPF and others) under the Minimum Wages Act. P.F Act, ESI Act, Maternity Benefit Act, etc. Companies Act, Central Excise Act and a copy of the same may be submitted along with the tender. The service provider should provide an undertaking that they shall comply with all relevant statutory norms. The service provider shall be registered either with the Deputy / Asst. Commissioner of Labour office, Nizamabad of Assistant Commissioner of Labour Nizamabad. However, the selected service provider shall invariably obtain his Registration with the Asst. Labour Commissioner of Nizamabad within a period of one month
2. The service provider should have a minimum of Five (05) years experience in supplying manpower. preferably to Central / State Governments etc.
3. The service provider should have to submit all its copies of registrations like PF, ESI, Labour Registration, TAN, PAN and GST Number along with tender documents.
4. An Earnest Money Deposit for **Rs. 50,000/-** (Rupees Fifty Thousand Only) each categories by a demand draft drawn in favor of the "Registrar, Telangana University" hereinafter shall be referred as University may be submitted, failing which their bids will not be considered as valid.
5. The successful bidder should furnish a security deposit/performance guarantee deposit of Rs. **10,00,000/-** (Rupees Ten Lakhs Only) for **CATEGORY–I**, **Rs. 5,00,000/-** (Rupees Five Lakhs Only) for **CATEGORY–II** and **Rs.2,00,000/-** (Rupees Two Lakh Only) for **CATEGORY–III** which will be forfeited in case not complying with the agreed terms & conditions.

TERMS AND CONDITIONS:

1. The University has the right to ask 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 carryingout 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 from the 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 this 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 service provider 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.
9. The service provider shall be contactable with the University at all times and the service provider shall be acknowledged immediately on receipt of the Message/Phone call etc., on the same day. A person shall be deputed by the service provider at the office of the Registrar, TU every day.
10. The rates quoted in tender must show GST, Service Charge and Other Charges which may be liable, besides the minimum wages rates.
11. The service provider has to maintain EPF account against every person employed with the Employment Provident Fund Organisation (EPFO), Government of India.
12. The service provider is required to credit the salaries to all the outsourced manpower by 1st of every month irrespective of the bills being passed by University in the respective bank A/c of all the employees. In case of delayed in payment by the service provider; a penalty of Rs. 100/- per head per day shall imposed to pay for delay.
13. The service provider should provide EPF / ESI S/c and bank A/c. within two weeks in case of new employees.
14. The service provider shall be responsible for any queries from Assistant Labour Commissioner on issues related to Minimum wages, EPF / ESI etc.,
15. The service provider shall be responsible for any queries related to GST etc.
16. The service provider shall submit monthly challans and documentary evidence in support of proof for depositing EPF/ESI both employee and employers share in respect of employees engaged by University and shall entertain queries in this regard from employees. Any engages by University and shall entertain queries in this regard from employees. Any non-compliance by the Agency with regard to the above provisions shall lend to termination of contract and forfeiture of security deposit / performance guarantee deposit.
17. The service provider shall fulfill all the conditions stated in the agreement. If there is any violation of contract conditions, the work will be cancelled without further notice. The approved service provider have to enter into an agreement with the University immediately on Non-Judicial paper worth Rs. 100/- (Rupees One Hundred Only) for each category.

18. In case the service provider 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, Telangana University, Nizamabad.

19. The service provider cannot sub-contract the work further outsource the work. In case this is established, the contract with the service provider shall be terminated and security deposit/ performance guarantee deposit be forfeited besides the firm being blacklisted.

20. The contract shall be governed by Telangana University, Government of Telangana, general rules and regulations prevailing and as amended from time to time.

21. The service provider shall provide the required numbers of manpower and they should necessarily be available at the above premises as per the instruction of the University Authorities for works of personnel (Skilled, Semi-Skilled and Un- Skilled) depending upon the quantum of job.

22. Penalty shall be imposed proportionately both absentees and contractor's for any incomplete / unsatisfactory work as per agreement.

23. The service provider shall obtain a valid license under the Contract Labor (R&A) Act, 1970 and rules framed thereunder 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.

24. The service provider shall maintain the following as per the Contract Labour (R&A) Act, 1970 :

a.	Register of workmen	Form XIVI of Rule 75
b.	Employment Cards	Form XIV of Rule 76
c.	Muster roll register	Form XVI of Rule 48
d.	Register of wages	Form XVII of Rule 78
e.	Any other registers required time to time	

25. The service provider shall comply with the provisions of the payment of Wages Act, Compensation Act, 1923, Industrial Disputes Act, 1970 of the modification / amendments therefore and other laws relating thereto and the roles made thereunder from time to time.

26. The service provider on receiving any complaint from the University shall attend to it and complete the job immediately to the satisfaction of the Authorities of the University. In case of non-compliance, a penalty of Rs, 2,500/- to Rs. 5,000/- 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 service provider's bill. The amount so deducted shall be final.

27. The service provider 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 service provider.

28. The service provider shall remain valid for a period one year i.e., 12 months. On expiry of the term of the contract and the same may be renewed for one more year by mutual agreement with the terms & conditions stipulated.

29. 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.

30. 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 service provider'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.

31. The service provider's security personnel shall be in a neat uniform for which cost will be borne by the service provider. The service provider shall furnish the list of employees engaged and identify them at the Security Gate before their entry in to the premises.

32. Any breakages / Damages caused by the service provider's personnel to any kind of University property shall be borne by the service provider at replacement cost.

33. The service provider strictly adhere that not to allow or permit employees to participate in any trade union activities or Dharna / Strike / Agitation in the premises of the University, and if any kind of Dharna / Strike / Agitation arouse the service provider must provide the manpower and not disturbing the functioning of the University and the University authority have right to cancel the agreement at any stage without prior notice by initiating the legal actions against employees of the service provider.

34. The service provider has to collect the daily attendance and submit the monthly bill accordingly with the daily attendance by 25th of every month, in case of holiday happened on 25th of the any of the month, the bill may be submitted on the next working day. The University will pay the amount of monthly bill after due check of all documents (EPF, ESI, GST & others etc., relevant to the bill) through the Cheque in favour of service provider.

35. The University is not liable to pay any 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 service provider.

36. Any question, disputes of difference arising under the contract shall be referred to the arbitrator appointed by the Telangana University, Nizamabad. The award of the Arbitrator shall be final and binding on both the parties prescribed under arbitration of law.

37. It is the responsibility of the service provider to bring to the notice of the employees that they have no right whatsoever its claim employment in Telangana University by virtue of their work under this contract.

38. Income Tax and GST will be recoverable from the service provider's monthly bills as per rules;

39. 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, Telangana University has been declared as Estate Officer and he shall have the power to decide on matter relating to fulfillment of the terms & 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.

40. The service provider will observe the provisions of the employment of children act, 1938, Minimum wages Act (Central), Bonus payment Act, Employees Provident Fund Act.etc., all the times. The service provider 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.

41. The service provider shall be responsible for fulfilling all obligations towards the persons deployed under the Minimum Wages Act. P.F Act, ESI Act, Maternity Benefit Act, etc. as applicable and amended from time to time. The service provider shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI and EPF with the concerned department / authorities and maintain such records as per rules. The service provider will be required to submit a copy of Challan / abstract / ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to him / her towards his / her service charges after deduction of Income Tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challans(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of staff is claimed. The service provider shall ensure that the cheques issued by him should not be dishonored under any circumstances. He will also arrange to open such EPF / ESI accounts of all the employees deployed by him. The successful Service provider if operating from outside of Nizamabad but having office at other place will have to obtain EPF / ESI sub-codes in Nizamabad within one month of award of Contract for administrative convenience. Any breach of the compliance of such formalities during the currency of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Service provider.

42. Cleaning of Toilets (including fixtures such as WC's, Urinals & Washbasins etc.) shall be done daily.

43. The execution of cleaning will be with suitable and uniformed hygiene specialist with mechanized equipments, wherever required material (Brooms, Brushes, Naphthalene Balls, Phenyl, Toilet Acid and Others etc.) and wet mopping.

44. The manpower engaged should be trained in management of bio-medical waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.

45. No worker of the service provider will be allowed inside the Telangana University campus without valid gate pass / identity card. The service provider shall not allow the person deployed to carry any material / property / equipment outside the campus without valid gate passes. The service provider should ensure that the employees wear the identity cards while on duty.

46. If, any loss to the property / equipment/tools of this University is caused by the negligence of the persons of the service provider, the same has to be replaced/rectified/repaired by the service provider. Failing to do so, the cost will be recovered from his monthly bill.

47. Income Tax will be recovered from the service provider's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.

48. The cleanliness will be periodically checked by the University Authorities or any person authorized by the University based on certain objective criteria which are decided to measure level of cleanliness and the service provider has to abide by those criteria. These are as follows: **(i)** Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc., **(ii)** Dust or cobwebs etc. on roof, window grills etc., **(iii)** Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors and **(iv)** Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms.

49. If cleanliness is not observed up to the satisfaction of the University Authorities, a penalty of a minor fine of Rs.1,000/- per day or a major fine of Rs.5,000/- per day will be imposed on the service provider depending on the objective criteria as above.

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TELANGANA UNIVERSITY

DICHPALLY, NIZAMABAD – 503 322 (TS)

Tender No. 002/REG/TU/NZB/2020, Date: 20-02-2020

APPLICATION FORM FOR ……

1.	Name & Address of the firm	:	……..
2.	Year of the Establishment	:	……..
a)	Registration No	:	……..
b)	Labour License No.	:	……..
c)	EPF Registration No.	:	……..
d)	ESI Registration No.	:	……..
e)	GST No	:	……..
f)	TAN No.	:	……..
g)	PAN No.	:	……..
h)	Mobile Phone No	:	……..
i)	Telephone No	:	……..
j)	Fax No.	:	……..
k)	E-mail	:	……..
l)	Any other information which the agency may like to provide	:	……..
3.	Name, and Designation of authority having Administrative & financial powers including authorization to negotiate	:	……..
a)	Contact No.	:	……..

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

Sl. No.	Name of client	Contact person & Mobile no.	From	To	Duration	Type of Labour deployed	No. of Labour deployed
1							
2							
3							
4							
5							

***If necessary a separate detailed chart may be enclosed.**

5. Tender Quoted price:

I.	**Computer Operators / Programmers, Jr. Asst.-cum-DEO, Attenders, Sweepers & Gardeners etc.** (% of commission on total monthly net salary disbursed)	**:**	
II.	**For Security personnel &** (% of commission on total monthly net salary disbursed)	**:**	
III.	**Monthly Sanitation Maintenance (in 13 Buildings)** **Urinals : 105** **Toilets : 296** **Bath Rooms : 423** **Wash Basins : 425** (Rate is inclusive of all Chemicals, Cleaning Material and Labour Charges etc.,)	**:**	

Signature with Seal

CHECK LIST

1.	Name and Address of the Agency	:	……..……
2.	Year of the Establishment (Enclose Copy)	:	……..……
3.	Registration for manpower supply	:	……..……
4.	Establishment registration (SSI No) (Enclose Copy)	:	……..……
5.	GST No. (Enclose Copy)	:	……..……
6.	TAN No. (Enclose Copy)	:	……..……
7.	PAN No. (Enclose Copy)	:	……..……
8.	PF Registration No. (Enclose Copy)	:	……..……
9.	ESI Registration No. (Enclose Copy)	:	……..……
10.	Income Tax Clearance Certificate (Enclose Copy)	:	……..……
11.	Certificate copy of the Financial Status (Bank Statement)	:	……..……
12.	Certified and Audit copy of Last Balance sheet of the Agency (Enclose Copy)	:	……..……
13.	Clientele: Govt./Semi Govt./Public Sector/ Autonomous Bodies Must be indicated along with proof.	:	……..……
14.	Any other information	:	……..……

DECLARATION

I hereby certify that the 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