



**JAGAT GURU NANAK DEV
PUNJAB STATE OPEN UNIVERSITY PATIALA**
(Established by Act No.19 of 2019 of Legislature of the State of Punjab)

Ref.No/Reg./PSOU/1746

Dated: 02.05.2022

Tender Notice

Selection of Outsourcing Agency for Providing Manpower Services

Jagat Guru Nanak Dev Punjab State Open University, C-27, The Lower Mall, Patiala requires the services of an outsourcing agency for providing manpower such as (MTS - Data Entry Operators, Peons/ Sweepers/Chowkidars, etc.) through outsourcing. Reputed firms / companies and service providers capable of supplying the above said manpower can submit their Tenders/Bids in a sealed cover to the University on or before 24-05-2022 (upto 3.00 pm). The detailed Terms of Reference are attached below.

Note: Any corrigendum (s) to this Tender Notice shall be published on University's website only, i.e. www.psou.ac.in.

Sd./-
Registrar

JAGAT GURU NANAK DEV PUNJAB STATE OPEN UNIVERSITY, PATIALA

TERMS OF REFERENCE

FOR HIRING OUTSOURCING AGENCY FOR PROVIDING MANPOWER

1. **Background:** Jagat Guru Nanak Dev Punjab State Open University (PSOU), Patiala, a State University for open learning in Punjab, has been established under an Act No.19 of 2019, by the State Legislature of Punjab and is empowered to award degrees as specified by the UGC under Section 22 of the UGC Act 1956.
2. **Objective:**
Jagat Guru Nanak Dev Punjab State Open University, Patiala requires the services of an outsourcing agency for providing supporting/Multitasking staff such as MTS (Data Entry Operator, Clerk etc) MTS (Peons/Sweepers/Chowkidars, Mali) and other categories of staff, as per requirement of the University.
3. **Scope:**
 - In order to help the firms/agencies to understand the volume of the work, the present position of each type of personnel is given below in the table:

Sr. No.	Designation	Approximate Number of Positions	Place of Posting
1.	MTS (Data Entry Operator/Clerks)	04	Jagat Guru Nanak Dev Punjab State Open University, C-27, The Lower Mall, Patiala
2.	MTS (Peon / Sweeper / Chowkidars/ Mali etc)	11	
3.	Other categories of staff	<i>As per requirement</i>	

- For fresh requirement of the staff, the agency will provide at least 3 CVs for each position that meets the requirement communicated by the University, along with an evaluation sheet which will justify the reasons for recommendation, within 7 working days of receiving the requirement.
- Qualification and experience for recruitment will be as per government rules & regulations.
- The salaries of the staff will be governed by minimum wages fixed by the Deputy Commissioner, Patiala. In case minimum wages for a particular category has not been fixed by the Deputy Commissioner then the salary / wage fixed by this University would be adopted and payable.
- Once the University has provided consent to engage a proposed candidate, the agency will complete the compensation negotiation, background checks and other necessary formalities for the candidate within the agreed timeline.
- The agency will promptly provide CVs of a replacement candidate if the original candidate has to leave or whose employment is terminated for any reason, within 10 working days of being informed of the need for replacement by the University. The replacement candidate proposed must be at least equivalent or superior to the candidate being replaced in terms of qualification, experience and language skills.
- The staff of the Service provider will take direction from the University from time to time in all aspects of work. Staff member will have to get the leave sanctioned from the Officer concerned of the University before proceeding to leave and service provider will provide substitute for the same in case leave exceeds more than 7 days.

4. **General terms and conditions:**

- i. The bidder shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- ii. The Agency shall make payment of wages of staff on the basis of prevailing minimum wages of **Punjab**. As and when, Minimum wages are revised, the enhanced rates will be paid to the workers engaged. All other allowances i.e. E.S.I., E.P.F. and Service Tax etc. will be paid accordingly.

However, the amount of service charges as approved in the bid on the basis of present prevailing wages will remain the same throughout the contract period. The amount of agreement / allotment will automatically be enhanced after taking formal approval for this purpose from the University. The above payment shall be made to the contractor on actual basis.
- iii. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI/Leaves etc. with regard to the personnel engaged by him at the University.
- iv. The GST (if applicable) will be paid to the contractor by the University and the same has to be deposited with the concerned department by the contractor and produce the proof of deposit to the University.
- v. Any other requirements such as Bonus, Gratuity etc. under Labour acts, if approved will be paid to the bidder on actual Basis.
- vi. The University will not provide any transport, canteen, medical facility which shall be the sole responsibility of the contractor. Similarly, no housing accommodation to the personnel deployed by the contractor will be provided by the department.
- vii. The contractor will have the responsibility to strictly adhere to workmen welfare compensatory payments as per Labour Act & worker compensation Act as laid down by the Punjab Govt. and the University will not be responsible in the event of any default.
- viii. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Bidder in respect thereof, which may arise.
- ix. The University will deduct income tax /labour cess/GST or any other govt. liability as decided by the competent authorities at source from the Bidder at the prevailing rates of such sum.
- x. The contractor at his own level shall get EPF and ESI Nos. allotted for the Staff engaged for this work from the concerned authorities. The contractor will take necessary action at his own level as per Employees provident funds and miscellaneous provisions Act. 1952 amended from time to time and will furnish the EPF & ESI Nos. and proof of deposit of EPF & ESI contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided to the University for his work. Further, in case of any default or liability which may arise to the University on this account, the University will be at liberty to deduct such amount from the outstanding payment of the contractor or from performance guarantee or any other due of the contractor.
- xi. The bidder shall not hire personnel with dubious records i.e. without character verification.
- xii. The personnel deployed by the contractor should not have any adverse police record & should have good character. The contractor & his staff will be subjected to security regulations & police verification as applicable.

- xiii. The bidder shall issue EPF/ESI Code Number allotted by the local ESI/EPF authorities. The bidder shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.
- xiv. **Dispute Resolution:** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the Vice-Chancellor of the University. Further, if any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor. The award given by the arbitrator shall be final and binding on both the parties. The venue of arbitrator shall be Patiala.
- xv. **Procedure for release of payment:** The bidder shall pay one month wages to its workers/workmen latest by 7th of the respective **month before submitting his claim for reimbursement as per this contract agreement.**
- xvi. The claim must be supported by proof of bidder having deposited EPF/ESI contributions and GST (or any other Govt. liabilities) relevant to the preceding month of the workers/workmen deployed by the bidder along with detail of such workers in the Performa prescribed under EPF Scheme 1952 & EPF and Miscellaneous Provision Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and Service Charges of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein.
- xvii. No request for advance payment will be entertained and offer with such conditions will not be considered.
- xviii. The payment of EPF, ESI & GST will only be released after submission of the certified copy of the CRRN/Online statement to the University.
- xix. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the University from the bidder.

5(a) Earnest Money : The bid should accompany the earnest money of Rs. 60,000/- i.e. 2% of the total estimated value of work i.e. Rs. 30.00 lakhs in the form of Demand Draft/ Pay Order from a scheduled commercial bank in favour of Registrar, Jagat Guru Nanak Dev Punjab State Open University, payable at Patiala.

5(b) Performance Security:

- i. The Service Provider shall for the due and faithful performance of its obligations, provide to the Client in form Bank Guarantee from a scheduled commercial bank acceptable to the Client, and payable at Patiala for a sum equivalent to 5% of the contract amount. This Performance Security shall be submitted at the time of signing the agreement. The Performance Security shall be kept valid on a rolling basis till the end of the Contract Period+60 days.
- ii. The said Performance Security shall be returned within 60 days by the Client after the expiry of the Contract Period subject to fulfillment of all handover requirements by the Service provider to the satisfaction of the Client and further subject to adjustment for all damages suffered by the Client.
- iii. In the event of the Service provider committing breach of the terms and conditions of this Agreement, the Client may without prejudice to the other rights and remedies entitled to him, forfeit the Performance Security deposit in full or any part thereof. In such an event, the Contractor shall keep secured amount for Performance Guarantee for all the times deposited in issuance bank.
- iv. In case after submission of the fresh Performance Security, the Service provider has defaulted a second time in recurring payment, the Client shall be entitled to terminate this Agreement in accordance with the provisions of Article 9, without being liable in

any manner whatsoever to the Service provider and to appropriate the Performance Security as 'Damages'.

6. Cost Schedule:

The salaries to the staff shall be paid by the agency latest by 7th of respective month. However, the gross minimum salary per year for staff mentioned in clause 3, is proposed to be paid Rs.30.00 Lakhs per year approximately inclusive of service charges & GST etc.

The service charge should cover administrative expenses and profit and should be quoted in percentage.

7. Contract Duration

Duration of contract shall be 12 months (w.e.f. the date of signing of agreement) may be extended on mutual agreed terms & conditions. However, the performance of each personnel will be reviewed half yearly by the University. In case the performance of the individual is not found satisfactory as per requirements, the personnel shall be removed immediately if the University considers such removal necessary. In case of removal of such personnel, no claim shall be maintainable against the University. The agency will provide replacement within 7 days. In the event of contract renewal, the initial extension financial quote will be used as a basis.

In the event of contract renewal, the initial extension financial quote will be used as a basis. Accordingly, Performance Security shall also be got extended by contractor from issuance bank for extended period as mentioned in clause-5(b) and original copy of the extended Bank Guarantee shall be submitted to University.

8. Required Qualifications

The Agency: -

- (i) Should have minimum experience of at least 5 years in providing similar services to government departments preferably to the Universities.
- (ii) Should have Average Annual financial turnover of Rs.60.00 lakhs during the last 3 years.
- (iii) The firm must have the following valid documents.
 - (a) Registration of PF;
 - (b) Registration of ESIC;
 - (c) Registration of Current Labour License;
 - (d) PAN/TAN
 - (e) GST Registration

9. Outputs of Agency:

- CV of proposed candidates, record of background check and compensation negotiation for each expert position based on requirements communicated by the University.
- Monthly work plan for each expert at the beginning of the month submitted to University.
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10. Bid Submission

The bidders who satisfy the eligibility criteria in principle should submit the tenders in Two envelopes marked as A & B. All the envelopes shall be placed in a sealed cover with the name of the work written there upon **and required to be sent by Registered Post/SP to the**

Registrar, Jagat Guru Nanak Dev Punjab State Open University, C-27, The Lower Mall, Patiala - 147001 on or before 24.05.2022 (upto 3.00 pm). The sealed bids can also be submitted in person at aforementioned address.

10.1 Envelope A - This shall contain

- a. Earnest Money Rs.60,000/- i.e. 2 % of the estimated value of
- b. Eligibility criteria along with all supporting documents (as mentioned in enclosed **Annexure A**)

10.2 Envelope B - Financial Bid

11. Bid Evaluation

- a. Envelope A containing the earnest money and eligibility documents shall be opened first. The tenders without full amount of earnest money in the desired shape shall be rejected and no further evaluation shall be done for such cases.
 - b. The data provided by the bidder in support of his eligibility shall be scrutinized with respect to the eligibility criteria specified in the tender document. The bids which do not fulfill the eligibility criteria shall be rejected and envelope B shall not be opened for such cases.
 - c. Envelope B for the bidders who fulfill the eligibility criteria shall be opened later in the presence of the bidders or their authorized representatives who choose to be present in the University at the date and time to be intimated by the University.
 - d. The Technical Bid (envelope B) thus opened shall be evaluated by the Bid Evaluation Committee duly constituted by the Vice-Chancellor of the University. The committee will carry out a detailed evaluation of the Bids to be substantially responsive in order to determine whether the Technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Committee will examine and compare the technical aspects of the Bids on the basis of overall completeness and compliance with the Technical specifications. Tenderers shall furnish all Information that the Committee may require & clarifications whatever during evaluation of Technical bid. Tenderers whose offers may be deviating from the tender document (DNIT) shall be asked to confirm their acceptance of tender specifications and terms. After the Technical bid evaluation is completed, the date for Price Bid opening shall be separately intimated to those tenderers whose 'technical bid' offer is found acceptable.
 - e. Price Bid of those tenderers will not be opened whose Technical Bids are not acceptable.
- 12.** The offer shall remain open for acceptance for a period of 90 days from the date of opening of the Tender with the provision to extend it for further three months. The earnest money shall be forfeited if the Tenderer/withdraws or modifies his offer within the validity period at his own or fails to sign the (Formal Contract) agreement after acceptance of his offer or fails to commence the work within 15 days of issuance of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.
- 13.** The undersigned does not bind himself to accept the lowest rate or any tender and reserves to himself, the right of accepting the whole or part of the tender and Tenderer / Bidder shall be bound to perform the same at the accepted rates.
- 14.** The contractor shall comply with all the labour Acts which are applicable on these type of contracts such as Minimum wages Act, Works men's compensation Act, contract labour (Regulation and Abolition Act), payment of wages Act, etc. and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract

and the Vice-Chancellor may at his discretion to terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.

15. The bidder shall bear all costs associated with the preparation and submission of his tender and the University shall in no case be liable for these costs.
16. Each Tenderer shall submit only one tender, either by himself or as a partner in Joint Venture. A Tenderer who submits or participates in more than one tender, will be disqualified.
17. Unless otherwise stated, the contract shall be for the whole work as described in the "Scope of Work". The Contractor shall be bound to complete the whole work as described in the scope of work as per approved DNIT.
18. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made there in shall be initialed by the person or persons signing the tender.
19. Bidders shall carefully examine the Tender Documents and fully converse themselves about all the conditions and matters, which may in any way, affect the work or the cost thereof. If the Contractor/Bidder finds discrepancies or omission in the specifications or other documents or should he be in doubt as to their meaning, he may discuss with Registrar during office hours on any working day before submitting his bid.
20. Bidder is expected to examine all instructions, forms, terms, clauses, requirements and other information in the Tender Document. Failure to furnish all information as required in the tender document or submission of bid not substantially according to the tender documents in every respect will be at the Contractor/Bidder's risk and may result in rejection of the bid.
21. At any time prior to the deadline for submission of Bids, the Registrar may, for any reason, whether at his own initiative or in response to clarification requested by prospective Bidders modify the Tender Documents by issuing Addenda.
22. Such Addenda will be sent to all prospective Bidders who have received the Tender documents and will be binding upon them. The Bidders shall duly sign and return the Addenda along with their Bids, which shall form a part of their Bids. Non-receipt of addenda by the Bidders will not form basis for any claim whatsoever.
23. In order to afford prospective Bidder's reasonable time in which to take such Addenda into account in preparing their Bids, the Vice-Chancellor may at his discretion extend the deadline for the submission of Bids.
24. The Bidder shall quote for the entire works on a "single responsibility" basis such that the quoted price covers all the Contractor's obligation mentioned in or to be reasonably inferred from the tender document.
25. The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees. All payments to the successful Contractor/Bidder under the proposed contract shall be made entirely in Indian Rupees.
26. No interest shall be paid on Earnest Money/Security Deposit.
27. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
28. To assist him in the examination, evaluation, and comparison of Bids, the Registrar may ask Bidders individually for clarification of their Bids including breakdown of unit rates / prices. The request for clarification and the response shall be in the writing, but no change in the prices or substance shall be sought, offered or permitted on Bidders desire.
29. Bids determined to be substantially responsive will be checked by the Registrar for any arithmetical errors in computation and summation. Where there is a discrepancy between amount in figures and in words, amount in words will govern.
30. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

31. The successful bidder shall furnish Performance Bank Guarantee amounting to 5% of the contract amount.
32. The manpower to be deployed as per the requirement of the university. The number of staff may be increased or decreased as per the requirement of the university.
33. The contractor shall keep the o/o JGND Punjab against all the losses caused to the office property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor.
34. Address for communication, collection and submission of bids:

Annexure – A

(Duly filled in to be provided in Envelope-A along with all documents)

1. Personal Details of the Firm:

- A. Name of the Agency/Firm:
- B. Name of the Authorized Person (s) of the Firm/Agency with designation:
- C. Office/Residential Address
- D. Mobile No/Land Line No
- E. Whether the Bidder is a sole proprietor /Partnership firm (if partnership firm, names & address and Telephone Nos of all Directors/ Partners also)

2. Details of EMD: DD No..... Dated.....Amount..... in favour of on account of EMD.

3. Detail of Work Experience

S. No.	Worked with (Name of the Organization)	Period		Type of Services provided / details of works handled	No. of staff, deployed manpower	Type of office / Hostel / Hotel, educational institution	Total Cost of works / bill amount per month	Whether Experience Certificate attached (Yes/No)*
		From	To					

- (i) Attach attested certificates issued by the organization served.
- (ii) Additional pages may be attached if required.

4. Technical Competence

S. No.	Items	Whether Supporting documents attached (Yes / No)	Remarks, if any
1.	Bank Solvency Certificate		
2.	Audited Balance Sheet for last three years		
3.	EPF Code No. of the establishment with latest return and documents		
4.	ESIC Code No. of the establishment with latest return and documents		
5.	Labour License of the establishment		
6.	PAN/TAN number of the establishment		
7.	GST Registration Certificate with latest return.		
8.	Copy of valid Registration Certificate under Companies ACT-Partnership deed in case of Partnership Firm		
9.	Proof of Average Annual Financial Turnover attested by CA		

5. Annual Turnover for last 3 years (encloses Audited Balance Sheet and Income Tax Returns)

S. No.	Description	Year 2018-19 (Rs. in Lacs)	Year 2019-20 (Rs. in Lacs)	Year 2020-21 (Rs. in Lacs)
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done			

Signature of Supplier
(Rubber Stamp)

ANNEXURE-B

(Duly filled in to be provided in Envelope-B)

PERFORMA FOR DNIT -FOR PROVIDING MANPOWER STAFF

Sr. No	Name of Positions	Number of Positions	Basic Salary +ESI+EPF (or any other allowance if admissible) (Approx.)	Service charges (in % age)
1	MTS (Data Entry Operator, etc)	08	14,756	
2	MTS(Peon/Sweeper/Mali/SG etc.)	01	11617/-	
		06	10,687/-	
3	Any other category			
	Total	15		

We agree to provide the above staff in accordance with the terms & conditions specified in DNIT within the period specified in DNIT.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of Supplier
(Rubber Stamp)

i. MTS (Data Entry operators)

Qualification:

Should have Bachelor's Degree from a recognized University or Institution; and ii. Possesses at least one hundred and twenty hours course with hands on experience in the use of Personal Computer or Information Technology in Office Productivity applications or Desktop Publishing applications from a Government recognized institution or a reputed institution, which is ISO 9001 certified. OR Possesses a Computer Information Technology course equivalent to 'O' Level certificate of Department of Electronics Accreditation of Computer Course (DOEACC) of Government of India. and iii. Qualifies a test in Punjabi (In Unicode Font Raavi) and English typing to be held by the Board or the appointing authority or the Department of Information Technology as the case may be, at a speed of 30 Wpm (300 words in 10 minutes). iv. Punjabi upto Matric Standard. v. Preference will be given to candidate with post graduate & PGDCA diploma vi. Eligible candidates as per above shall be shortlisted through Typing Test (both Punjabi & English) and then skill test for those candidates who will qualify in the Typing Tests. Only shortlisted candidates shall be called for Interview. Responsibilities:

- Assist the key staff in the University.
- To provide Data Entry Support to key staff in the University.
- Computer Typing of letters, maintenance of files/record.
- E-mail checking and transfer of data through e-mails and any other work specified by the University.

ii. MTS (Peon/ Sweeper/Chowkidar/Mali etc.).

Qualification:

10th pass.

Responsibilities:

- As per Govt. rules.

iii. Any other category: As per requirement of the University.
