

Annexure-I

**Terms and Conditions for Outsourcing of the Services
Standards/Benchmarks for the services sought are as under:-**

Sr. No.	Position	Qualification/Experience required	Nature of duties
1.	Office Assistant 01 (One post) Age : Not more than 35 years	I. Graduated from a recognized University. II. Typing speed of 30 w.p.m. in English or 25 w.p.m. in Hindi or Bilingual on Computer. III. Proficiency in Computer operation, noting and drafting. Desirable: Knowledge of Sanskrit.	All Collegiate office (Account, Making salary, Budget, Annual report, Computer typing, Data entry making etc. Internal-external communication and drafting) and other work assigned by college.
2.	L.D.C. Lower Divisional Clerk 01 (One post) Age : Not more than 35 years	<ul style="list-style-type: none"> ● 12th class pass or equivalent qualification from recognized board or university. ● Typing speed of 35 w. p. m. in English and 30 w. p. m. in Hindi on computer (35 w. p. m. and 30 w. p. m. corresponding to 10500 kdph/9000 kdph on an average of 5 key depressions for each word). Desirable: <ul style="list-style-type: none"> ● Experience of having worked in an office. 	Computer typing, Data entry making etc. and official work as assigned.
3.	Peon (Multi Tasking Staff) 01 (One post) Age : Not more than 35 years	A Secondary School Certificate (10th) or its equivalent qualification from a recognized Board/University/Institution. Desirable: <ul style="list-style-type: none"> ● Experience of having worked in office. ● Skilled in gardening/civil/electrical/plumbing/electronic maintenance/Xeroxing/Faxing/working knowledge of computer etc. 	Any of the following works as approval for the post of Peon/MTS as per requirement: a. Physical Maintenance of record of the Section. b.General cleanliness & upkeep of the section/Unit. c.Carrying of files & other papers within the building. d.Photocopying/Faxing etc. e.Other non-clerical work in the Section/Unit. f. Assisting in routine office work like diary, dispatch etc. including working on computer. g.Delivering of dak (outside the building) h.Watch & ward duties. i.Opening & closing of rooms. j.Cleaning of rooms. k.Dusting of furniture etc. l.Cleaning of building, fixtures etc.

1. Schedule:

1.	Last Date for submitting the tender /bid	11/10/2021
2.	Date and time for opening of Technical Bid	12/10/2021, 2.00 p.m.
3.	Date and time for opening of Financial Bid for Technically Qualified Bidders	12/10/2021, 2.00 p.m.

2. The service provider/agency /firm should be registered with the government authorities concerned and have experience in the relevant field and also minimum 05 years' experience with Government educational institutions.
3. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
4. The persons supplied by the agency should not have any adverse police records /criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each person of the service provider will be got verified by the service provider before their deployment after investigation by the local police. The proofs of Identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and the certification to this effect shall be submitted to this institute. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reason, immediately on receipt of such a request.
5. The service provider shall engage necessary number of persons as required by the institute from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no master and servant or employer and employee relationship between the employees of the service provider and Mumbadevi Adarsh Sanskrit Mahavidyalaya and further said person of the service provider shall not claim any employment, engagement or absorption in Mumbadevi Adarsh Sanskrit Mahavidyalaya, Mumbai; in future.
6. The service provider's person shall not claim any benefit/compensation/absorption/regularization of service from/in Mumbadevi Adarsh Sanskrit Mahavidyalaya under the provision of Industrial Disputes Act 1947 or Contract Labour Regulation and Abolition Act 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to Mumbadevi Adarsh Sanskrit Mahavidyalaya, Mumbai.
7. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential/secret in nature.
8. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned works and their action shall promote goodwill and enhance the image of this institute. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him.
9. The persons deputed shall not be of below the age of 18 years and they shall not interfere with the duties of the employees of Mumbadevi Adarsh Sanskrit Mahavidyalaya.
10. The Mumbadevi Adarsh Sanskrit Mahavidyalaya may require the service provider to remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/ their misconduct and the service provider shall forthwith comply with such requirement. The service provider shall replace immediately any of its personnel if they

are unacceptable to this institute because of security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this institute.

11. The service provider has to provide 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 must be reported immediately.
12. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
13. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be the responsibility of the service provider and the institute shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
14. Working hours would be normally from 10.00 a.m. to 5 p.m. during working days including ½ hour (1.30 PM to 2.00 PM) lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Sundays and other Gazetted holidays, if required.
15. The service provider/ agency will be wholly and exclusively responsible for payment of wages of the person engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund ESI Act, etc. and this institute will not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of PF, ESI of its employees engaged in the institute.
16. The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the second week of the following month after deduction of tax as deductible at source under the laws in force.
17. Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/ her attendance shown in the bill prepared by the service provider.
18. No wage/ remuneration will be paid to any staff for the days of absence from duty.
19. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this institute.
20. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
21. The service provider shall be contactable at all times and message sent by phone/ email/ fax/ special messenger from the institute to the service provider shall be acknowledged immediately on its receipt on the same day. The service provider's personnel will strictly observe the instructions issued by this institute, for the fulfilment of the contract from time to time.
22. The institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the service provider.
23. This institute will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
24. The successful bidder shall furnish a security deposit of Rs. 10,000.00 in the form of an account payee demand draft drawn in favour of 'Principal, Mumbadevi Adarsh Sanskrit Mahavidyalaya' safeguarding the interest of the institute in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond

the period stipulated by this institute or non-compliance of the term of agreement by the service provider or frequent absence from duty/ misconduct on the part of manpower supplied by the agency.

25. The Demand Draft (of security amount) of those tenderers/bidders whose tender/bid is not selected, will be returned to them.
26. The successful bidder will enter into an agreement with this institute for supply of suitable and qualified manpower as per requirement of the institute on these terms and conditions. The agreement will be valid for a period of 11 months commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/ rates quoted by the agency shall be fixed for a period of 11 months and no request for any change/ modifications shall be entertained before expiry of the period of 11 months. Any statutory increase in wages etc. during this period is to be absorbed by the service provider. The contract / agreement shall be extendable on 11 months basis subject to the satisfactory performance of the personnel of the agency and such amendments as mutually agreed to.
27. The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of institute.
28. However, the agreement can be terminated by either party by giving one month's notice in advance. If the service provider/ agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider/ agency from this Institute shall be forfeited by the institute.
29. On the expiry of the agreement, as mentioned above, the service provider/ agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute arisen on account of the termination of employment or non - employment by the personnel of the service provider/ agency, it shall be the entire responsibility of the service provider/agency to attend to it, and settle the same.
30. The institute shall have the right to terminate the contract at any stage, without assigning any reason. Non-compliance of any terms and conditions enumerated hereinafter the award of contract shall be treated as breach of contract. This institute reserves the right to accept/reject any tender/bid. The decision of the Chairman, Management Committee, Mumbadevi Adarsh Sanskrit Mahavidyalaya, would be final and binding on all.

Principal,
Mumbadevi Adarsh Sanskrit Mahavidyalaya,
Bharatiya Vidya Bhavan, Kulapati Munshi Marg,
Mumbai-400 007, Maharashtra