



Tel.: 24110030

Fax: 24110954

MOTILAL NEHRU COLLEGE (Evening)

(UNIVERSITY OF DELHI)

Benito Juarez Road, New Delhi-110021

Ref.No.: MLN/EVE/2015-16/47

Dated:- 15-05-2015

The Advertising Manager,

The Hindustan Times

Dear Sir/Madam,

You are requested to kindly insert the following advertisement in your esteemed News Paper under the column of outsourcing of Services Issue at the earliest and kindly send the bill in duplicate along with an original News Paper Cutting showing our advertisement for the payment.

MOTILAL NEHRU COLLEGE (EVENING)
(UNIVERSITY OF DELHI)
BENITO JUAREZ ROAD, NEW DELHI-21

NOTICE INVITING QUOTATIONS

Sealed quotations are invited from the reputed agencies/firms for outsourcing the services of the following Non-Teaching Staff on contract basis:-

Sl.No.	Designation	Numbers of Posts
1.	Sweeper	4
2.	Security Guard	4
3.	Nurse	1

Separate sealed quotations for each category of above said posts must be sent to this office.

The last date for receipt of quotations is within 21 days from the date of publishing of the advertisement.



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(UNIVERSITY OF DELHI)
Benito Juarez Road, New Delhi-110021

For details and requirement, please see the website of Motilal
Nehru College (Evening) (www.mlnce.org).

Principal

Not to be advertised

Yours faithfully,

Oftg. Principal
Phone:- 24110030 (Off.)
24110954 (FAX)
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MOTILAL NEHRU COLLEGE (EVENING)

(University of Delhi)

Benito Juarez Marg, New Delhi 110021

Requirement & Procedure:-

1. Period of contract is one year. The contract may be extended up to one year further on satisfactory services & approval of the competent authority.
2. Requirement of Staff on contract basis is as follows:-

S.No.	Designation	No. of posts	Age	Gender	Category	Timings
1.	Nurse	1	30-40	Male	Skilled	From 1:00P.M.to 9:00P.M. (Subject to Change)
2.	Security Guard	4	30-40	One Female & rest Male	Semi-Skilled	
3.	Sweeper	4	30-40	All Male	Unskilled	

- a) The candidates will be interviewed and judged on the basis of performance in the interview.
 - b) The agency/service provider shall provide attested copies of documents i.e. date of birth, residence, qualification, experience etc. while forwarding the names of probable candidates.
 - c) The agency/service provider shall provide a candidates' panel of three times that of the requirement and this College shall select from that panel. This process shall be considered complete once required number of persons identified for assignments.
 - d) The agency/service provider in like manner will keep ready a panel of candidates in like manner for future replacements if in case any arise.
3. The agency/service provider must send a separate sealed quotation/bid for each category of the above said posts.
 4. The following documents must be enclosed along with the price bids/quotations, failing which the bid/quotation shall not be considered valid:-
 - I. Company profile including-certified by competent Authorities
 - i. Previous experience of manpower supply.
 - ii. Manpower supply to Govt. organization.
 - iii. List of clients.
 - iv. In case of Security Guard, the caning facility and training to the guards as Security Guard is mandatory.
 - II. Earnest Money Deposit (EMD) worth Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of Demand Draft in favour of "**Principal, Motilal Nehru College (Evening) payable at New Delhi**". The separate **Demand Draft for Rs. 15,000/-** with each category of posts will be enclosed with the sealed quotation/bid.
 - III. The agency/service provider must submit the following data together with copy of documentary evidence in support of the bid/quotation:-
 - a) Registration No.
 - b) EPF Code No.
 - c) ESIC Code No.
 - d) Labour License No.
 - e) PAN
 - f) Service Tax Registration No.

- IV. In the absence of any of the above mentioned documents, the bid/quotation shall be summarily cancelled.
5. The sealed envelope must be superscribed as “Quotation for _____”.
(Name of Post)
6. The rates must be quoted on monthly basis for eight hours (six-day week) per person in each category of post. The service charges along with EPF, ESI & Bonus etc. and taxes to be quoted clearly and separately.
7. Being an educational institution, our college is exempt from the service tax.
8. The college may award the contract separately for each category of post to the successful bidders.

Principal

Terms & Conditions

1. The service provider's person shall not claim any benefit/compensation/absorption/regularization of service with the college under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An Undertaking from the person to this effect will be required to be submitted by the service provider to this college.
2. The Person deployed shall not claim any Master-Servant relationship against this college.
3. The Person(s) supplied by the agency should not have any Police records/criminal cases against them. The agency should make adequate enquires and certify about the character antecedents of the Person(s) whom they are recommending. The Motilal Nehru College (Eve.) may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or his/her/their misconduct and service provider shall forthwith comply with such requirements.
4. The service provider shall provide substitute immediately any of its personnel, if they are unacceptable to the college because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the college.
5. The College shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging equipment or vehicles of the personnel of the service providers.
6. The deployed personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of this college. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
7. The service provider shall not assign, transfer, pledge or subcontract the performance of services without the prior written consent of this college.
8. The persons deployed shall not divulge or disclose to any person, any details of this college, operational process, technical know-how, security arrangement, administrative/organizational matters as all are of confidential/secret nature.
9. The service provider shall ensure deployment of suitable people from proper background after collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the college for reasons whatsoever immediately on receipt of such request.
10. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to this college. The service provider shall ensure proper conduct of his person in our college premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
11. The service provider shall engage the necessary person as required by our college from time to time. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary & other dues every month. Incident upon the contract. Also compliance of statutory obligations such as Minimum Wages act, 1948 shall be the responsibility of the agency/service provider solely.
12. The personnel may be called on Sundays and other gazzetted holidays, if required. Cost of additional incident upon this contract. Also compliance of statutory obligations such as Minimum Wages deployment on such occasions will be paid at **pro-rata basis**. Absence shall also be treated in a like manner.
13. The transportation, food, medical and other requirement i.e. statutory or whatsoever in respect of each personnel of the service provider shall not be borne by this college.
14. Working hours would be from 1:00 P.M. to 9:00 P.M. (Subject to change).

15. In case of any theft or loss of property due to negligence or carelessness of your personnel, the agency/service provider will be fully responsible and it will have to make good of the losses so incurred to this college otherwise the same will be deducted from the security deposit cost to be deposited by the agency/service provider.
16. The agency/service provider will submit the bill in triplicate in the first week of the following month of payment.
17. The service provider may be required to provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the college.
18. The service provider shall provide 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.
19. Payments to the service provider would be strictly on certification by the section officer (Admn.) that his services were satisfactory and attendance.
20. The service provider shall be contactable at all times and messages sent by e-mail/fax/special messenger from the college to the service provider shall be acknowledged immediately on receipt on the same day.
21. (i) The successful bidder must furnish a **Security Deposit** equivalent to **10% of the Contract amount**.
(ii) This college will not pay any interest on the earnest money/security deposit against the contract in its custody.
22. The Agency shall deploy persons in eight hours shifts only. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons
23. That the Agency shall submit details of the names, residential address, age, a passport-size photograph, police verification etc. of the persons deployed by him in the premises of the college for the purpose of proper identification of the employees of the Agency deployed at various points.
24. That the Agency shall ensure that the persons so deployed do not allow any property of the college be taken out of the premises without a Gate Pass signed by the designated officials of the College.
25. The Agency shall report promptly to the Principal/designated Officer of the College any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets moveable and immovable of the College and if there is any loss to the College on account of dishonesty, and/or due to any lapse on the part of the Agency or its worker, the Agency shall make good on demand the loss to the College.
26. That the Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to the college and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Employees Compensation Act, 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Empowerment of Children Act, 1938 and/or any other rules/regulations and/or statues that may be applicable to them and shall further keep the college indemnified from all acts of omissions, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agency's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the college shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly payments.

27. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the college their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents. The agency shall comply with all relevant rules and regulations as laid down by G.O.I. for ESI/EPF etc.
28. That the Agency shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The Agency shall pay monthly wages to the workers at the rate of minimum wages fixed by the Government of National Capital Territory of Delhi (GNCTD).
29. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the Principal and the authorized officers of the college.
30. That the Agency shall make payment of wages, etc, through Bank only to the persons so deployed and shall on demand furnish copies of wages register/muster roll, copies of Bank Statements/passbooks etc. to the college for having paid all the dues to the persons deployed by him for the work. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labour Laws, having regard to the duties of College in this respect as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
31. The Agency will comply with all the provisions of Private Security Regulation Act, 2005.
32. That the uniforms supplied by the Agency at its own cost to the persons deployed according to their nature of work shall be included all necessary seasonal items and the college shall have no liability whatsoever on this account.
33. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the college.
34. That the Agency shall deploy persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Delhi Shops and Establishment Act. The Agency shall in all dealings with the persons in its employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including provisions of Contract Labour (Regulations & Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the College a sum as may be claimed by the college.
35. During the notice period of terminations of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
36. It shall be the duty of the Agency to withdraw all the deployed persons on expiry/termination of the contract and will ensure that no person creates any disruption/hindrances of whatsoever nature to the college.
37. Income Tax will be recovered from the Agency's monthly bill as per the Govt. of India's order and necessary TDS certificates will be issued to the agency as a proof of having deducted as tax.
38. The Agency should not allow its personnel to conduct any unlawful/union activities in the campus of the college.
39. The manpower deployed by the Agency are employees of the Agency and they have no right to claim for nay compensation or regular employment in the college. The college does not own any responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation

etc. on whatsoever grounds and/or reasons. The Agency should provide a copy of appointment order issued to the workers.

40. All disputes arising from the contract in respect of personnel posted at the college concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Agency. The college will be free from all encumbrances either from the Government or from any other sources.
41. The Agency will be responsible for leave, replacement and other welfare measure for the workers.
42. The Agency shall issue identity cards/names badges to the staff duly signed by the agency. These Identity cards are to be constantly displayed during the college hours and in case of loss the same should be re-issued to the staff immediately. The identity card shall bear:
 - i. Agency's name and address.
 - ii. Name of the employee.
 - iii. Validity period.
 - iv. Photograph of employee.
43. The Agency shall keep the college indemnified against all claims of whatsoever nature in respect of the personnel deployed by the Agency and any financial or any other liability.
44. That in case if the services of the Agency is not found satisfactory, the Agency shall immediately initiate steps for improvement of the services as per the requirement of the college.
45. That the Agency shall furnish a satisfactory certificate from the college for satisfactory services every month along with the bills.
46. The Agency shall ensure that no person who has been booked for any criminal case is deployed on the college.
47. All the expenses for preparation and execution of a contract/deed/agreement including the stamp duty and fee shall be payable by the Agency.
48. **College's Obligations**
 - i. That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved minimum wages/rates as applicable as per the notification of the Govt. of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly certified by the Section Officer (Admin) of the college.
 - ii. That payment on account of enhancement/escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the college to the Agency.
 - iii. That the College shall not pay Service Tax as the college being the educational institute is exempt from the Service Tax.
 - iv. The security deposit will be refunded to the Agency within three months of the expiry of the contract only on the satisfactory performance of the contract.
49. **COMPLETION**
 - i. The Work shall be deemed to have been completed on expiry of period of the contract. The release of final payment to the agency by the college shall be made after three months.

50. **FORCE MAJEURE**

- i. Neither party shall be held responsible for non-fulfillment of their respective obligations under the Contract due to the exigency of one or more of the force majeure such as but not limited to Acts of God, War, Flood, Earthquake, Strike, Lockouts, Epidemics, Riots, Civil commotions, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

51. **INDEMNIFICATION**

- i. That the Agency shall keep the college Indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case the college is made party and is supposed to contest the case, the college will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Agency to the college on demand. Further, the Agency will ensure that no financial or any other liability comes on the college in this respect of any nature whatsoever and shall keep the college indemnified in this respect.
- ii. The Agency shall further keep the college indemnified against any loss to the college property and assets. The college shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Agency under the contract.

52. **PENALTIES/LIABILITIES**

- (i) Delay in providing personnel & continuous absence of any person without the permission of this college shall be penalized & deduction from the payment @ 2 days wage for every day absent subject to Minimum Wages Act will be made .
- (ii) The Security Deposit will be forfeited in case the supply of manpower is delayed beyond the stipulated period or frequent absence from duty/misconduct on the part of manpower supplied by the agency/service provider.
- (iii) It will be prime responsibility of the agency service provider to disburse the wages to their persons employed on or before 10th day of every month. The agency will raise the bill after the payments have been made to the persons employed. In case of any delay in payment of wages to the persons employed a penalty of Rs. 1000/- per day from 11th day onwards shall be imposed.
- (iv) That the Agency shall be responsible for faithful compliance of the terms and conditions of the Contract. In the event of any breach of the contract, the same may be terminated and the security deposit will be forfeited and further the services may be arranged from another agency at risk and cost of the agency.
- (v) That if the Agency violates any of the terms and conditions of the contract or commits any fault or their services are not to the entire satisfaction of the College, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- (vi) The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage if any, sustained by the college on account of the failure or negligence of the workers deployed by the Agency or in the event of breach of the contract by the Agency.

53. COMMENCEMENT & TERMINATION OF CONTRACT

- i. The Contract shall be effective from the date of deployment of workers in the college and shall remain in force for a period of [12 months].
- ii. The Contract shall be deemed to expire on completion of the period, as agreed to in the said Contract unless extended by both the parties on mutually agreed terms and conditions.
- iii. During the tenure of the Contract, parties hereto can terminate the Contract either for breach of any of the terms and conditions of the Contract or otherwise by giving a [one month] notice in writing to the defaulting party. Failure of either party to terminate the Contract on account of breach or default by the other shall not constitute a waiver of that party's right to terminate the Contract.
- iv. In the event of termination of the Contract the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

54. AMMENDMENTS TO THE CONTRACT

- i. No amendment or modification of the Contract shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of the Contract. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

55. DISPUTES SETTLEMENT ARBITRATION

Arbitration

- i. Any dispute or difference whatsoever arising between the parties except where otherwise provided in the Contract all the questions and disputes relating to the meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of the Contract or after termination/cancellation , shall be referred to the sole arbitration of the person appointed by the Chairperson of the Governing Body of the college.
- ii. There will be no objection to any such appointment that the arbitrator so appointed is a university/College Servant that he had to deal with the matter to which the contract relates and that in the course of his duties as University/College Servant he has expressed views on all or any of the matters in dispute of difference.
- iii. Any dispute or difference between the parties hereto shall be settled by arbitration which will be subject to/governed by the Arbitration and Conciliation Act 1996, or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause and that the arbitration proceedings will take place at Delhi.

Principal