

University of Mumbai



Re-accredited A++ Grade (CGPA 3.65) by NAAC
Grade I University status awarded by UGC
M. G. Road, Fort, Mumbai – 400 032

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EXPRESSION OF INTEREST

FOR PROVIDING APPRENTICES TO THE UNIVERSITY OF MUMBAI

The University of Mumbai (hereinafter referred to as 'the University') invites online Expressions of Interest (hereinafter referred to as 'EOI') from the organisations/firms registered under National Apprenticeship Promotion Scheme as Third-Party Aggregator, having its registered office/branch office in the State of Maharashtra, for providing apprentices to the University, on the fixed administrative charges of Rs. 500/- (Rupees Five Hundred only), per apprentice, per month.

1. SCHEDULE :

Particulars	Date	Time
Inviting EOI	29/03/2025	10.30 a.m.
Commencement of sale of Document	29/03/2025	10.30 a.m.
Last date of sale of Document	16/04/2025	03.00 p.m.
Commencement of submission of EOI	29/03/2025	10.30 a.m.
Last date of submission of EOI	16/04/2025	05.00 p.m.
Opening Technical Bids	17/04/2025	04.00 p.m.
Opening Financial Bids	After successful scrutiny of technical bids.	

2. PROCEDURE :

- (1) Expressions of Interest are invited for providing apprentices to the University for a period of three years, from interested TPA's having its registered office/branch office in the State of Maharashtra registered under National Apprenticeship Promotion Scheme (NAPS).
- (2) Scope of work and terms and conditions of contract can be downloaded from www.mahatenders.gov.in, after making online payment of Rs. 5000/- (Rupees Five Thousand only). The said amount is non-refundable.

- (3) The Agency shall pay Rs. 5,00,000/- (Rupees Five Lakh only) as Earnest Money Deposit (EMD) in the form of online payment only, at the time of online submission of EOI. The EMD of unsuccessful agencies will be refunded automatically by Mahatenders after award of contract to the successful agency or cancellation of EOI, without any interest thereon. The EMD of the successful agency will be refunded by the University after successful completion of work within the stipulated period, without any interest thereon.
- (4) The University reserves the right to alter the schedule or the terms and conditions of EOI or to accept or reject any or all EOL, without assigning any reason there for.

3. ELIGIBILITY CRITERIA :

- (1) The agency shall be empanelled as Third Party Aggregator for promotion of apprenticeship training including National Apprenticeship Promotion Scheme (NAPS)
- (2) The agency shall have valid licence for minimum 5 years as Third Party Aggregator under (NAPS)
- (3) The agency shall have its registered office/branch office in the State of Maharashtra.
- (4) The agency shall have experience of at least Two year, of supplying apprentices to the State / Central / PSU / Educational Institutions / Government / Semi Government organizations under the National Apprenticeship Promotion Scheme (NAPS)
- (5) The agency shall have running contract/s of supplying apprentices under the National Apprenticeship Promotion Scheme (NAPS) to at least one organization.

4. ONLINE SUBMISSION OF DOCUMENTS:

- (1) Scanned copies of the following documents shall be uploaded by the participants at the time of online submission of EOI:
 - (i) Valid Certificate of Registration under the National Apprenticeship Promotion Scheme (NAPS) as Third Party Aggregator;
 - (ii) Valid Income Tax PAN Card of the Agency;
 - (iii) Valid proof of having registered office/branch office in the State of Maharashtra;
 - (iv) Experience certificates issued by the competent authority of the Government/Semi-government organizations, in respect of the contracts carried out for supply of apprentices, showing number of apprentices actually supplied/provided under National Apprenticeship Promotion Scheme (NAPS). (Information shall be provided in the format as prescribed in **Annexure I**);
 - (v) Purchase Order/Work Order issued by the Government/Semi-Government organisations in respect of running contracts of the agency for supply of apprentices. (Information shall be provided in the format prescribed in **Annexure II**)
 - (vi) Basic rate for stipend to be paid to apprentices. (Information shall be provided in the format prescribed in **Annexure III**)

- (vi) Certificate showing annual turnover of the preceding three financial years i.e. 2021-22, 2022-23 and 2023-24 issued by Chartered Accountant along with audited financial statements;
 - (vii) Declaration of the Agency about the authenticity of the information and documents and that it agrees to abide by the terms and conditions of the EOI (In the format as prescribed in **Annexure IV**);
- (2) All documents from Sr. No. (i) to (vii) shall be uploaded by the agency at the time of online submission of the EOI correctly and completely, otherwise the EOI of the agency shall be liable to be rejected by the University. Even though the agencies meet the above qualifying criteria, they are liable to be disqualified if they have made misleading or false representation in the statements, attachments submitted in support of fulfilment of the eligibility criteria.

5. EVALUATION PROCESS:

- (1) EOI received from the agencies will be evaluated by the Committee constituted by the University. The criteria set out for evaluation of EOI shall be as follows:

Sr. No.	Parameter	Maximum Marks	Marks Scored	Remarks
(1)	Total number of Apprentices supplied under National Apprenticeship Promotion Scheme (NAPS)	50		
(2)	Total number of apprentices who have completed training successfully and have been an awarded certificate through Government Portal	50		

- (2) The Agency which scores the highest marks in aggregate will be considered as qualified and the contract may be awarded by the University to such successful Agency. The decision of the University in this regard will be final and binding on all the participating agencies.

6. SCOPE OF WORK AND CONDITIONS:

- (1) The agency shall provide apprentices as required by the University from time to time. Indicative requirement of apprentices under different categories is mentioned in **Annexure V**,
- (2) The agency shall make adequate enquiry about the character and antecedents of apprentices whom they are deploying.
- (3) The apprentices deployed by the agency shall not be the employees of the University.
- (4) There is no employee and employer relationship between the apprentice deployed by the agency and the University and the apprentices deployed by the agency shall have no right to claim any absorption in the services of the University.

- (5) The apprentices deployed by the agency shall not claim any benefits or regularization of service in the University. Undertaking to that effect from the apprentice deployed by the agency shall be obtained by the agency and shall be submitted to the University.
- (6) The University may direct the agency to remove any apprentice deployed by it, who is incompetent or has committed misconduct, immediately with a suitable substitute thereof.
- (7) The agency, with due permission in writing of the University can change the apprentice deployed.
- (8) The agency shall be wholly and exclusively responsible for payment of stipend to the apprentices deployed by it in compliance with all statutory obligations under all related laws applicable to it, from time to time and the University shall not incur any liability for any expenditure whatsoever, on the persons deployed by the Agency on account of any obligation.
- (9) The agency shall be solely responsible to deal with all legal matters/litigations arising out of and in connection with the deployment of apprentices at the University.
- (10) The agency shall be responsible for the acts of commission and omission on the part of it and its employees, representatives, agents, apprentices deployed by it, etc., if the University suffers any loss or damage on account of negligence, default, theft etc. on their part. In such circumstances, the agency shall be liable to reimburse to the University for the same and shall keep the University fully indemnified against any such loss or damage.
- (11) The agency shall enter into an Agreement with the University for providing apprentices as per the requirement of the University on the terms and conditions specified by the University. The Agreement shall be valid for the period of three years from the effective date. (Draft of Agreement is annexed to this EOI as **Annexure VI**.)
- (12) The agency shall not assign transfer or sub-contract the services to be provided under this contract to any third party.
- (13) In case of breach of any of the terms and conditions of the contract, the University shall be at liberty to terminate the Agreement by giving one month notice in writing in advance. Further, either party can also terminate the Agreement by giving one month notice in writing in advance to the other party.
- (14) The agency shall submit the bill in respect of & particular month in the first week of the next month. The payment will be released after deduction of taxes as per the laws in force. The Agency shall also submit to the University, the proof of payment to the apprentices, every month, along with the bill.

**INFORMATION RELATING TO THE CONTRACTS CARRIED OUT FOR
SUPPLY OF APPRENTICES**

Sr. No.	Name of Client, Address, Tel. No. & E-mail address	Apprentices provided		Date of Execution of Agreement	Duration of Contract		Amount of Contract (in Rs.)
		Type of Apprentices	Nos		From	To	

*Experience Certificate/s issued by the competent authority of Government/Semi-Government Organizations in respect of the contracts carried out shall be submitted by the agency along with this information.

**INFORMATION RELATING TO THE RUNNING CONTRACTS FOR
SUPPLY OF APPRENTICES**

Sr. No.	Name of Client, Address, Tel. No. & E-mail address	Apprentices provided		Date of Execution of Agreement	Duration of Contract		Amount of Contract (in Rs.)
		Type of Apprentices	Nos		From	To	

*Experience Certificate/s issued by the competent authority of Government/Semi-Government Organizations in respect of the running contracts carried out shall be submitted by the agency along with this information.

BASIC RATE FOR STIPEND TO BE PAID TO APPRENTICES

Sr. No.	Type of Apprentices	Stipend to be paid per candidate per month	GST on Stipend	Service Charge on Stipend	GST on Service Charge	Total Amount
1	Skilled					
2	Semi-Skilled					
3	Unskilled					

DECLARATION

I hereby declare that the above information and documents submitted by me is true and correct to the best of my knowledge and if any information is found false at any point of time, the University shall have right to cancel the whole offer. I have not suppressed any facts in this EOI which could debar me to participate in the process of awarding contract. If it is revealed after opening the EOI that any fact is suppressed by me, the University shall have the right to reject my EOI along with other punitive action against me as per the law. I fully agree and will abide by the terms and conditions prescribed by the University.

Place:
Date:

Signature
Seal of the Authorised Signatory

INDICATIVE APPRENTICES REQUIREMENT

Category	Number of Apprentices
Skilled Apprentices	150
Semi-Skilled Apprentices	150
Unskilled Apprentices	150

Place:
Date:

Signature
Seal of the Authorised Signatory

AGREEMENT

This Agreement made on ----- day of -----2025,

BETWEEN

University of Mumbai, M. G. Road, Fort – 400 032, a body corporate governed by the Maharashtra Public Universities Act, 2016, through its Registrar (hereinafter referred to as 'the University'), of the One Part.

AND

..... (hereinafter referred to as “..... ”), through the , of the Other Part.

WHEREAS the Government of India through Ministry of Skill Development and Entrepreneurship implementing apprenticeship programme as National Apprenticeship Promotion Scheme (NAPS) with an objective to make youth employable by offering on the Job practical training to enhance the employability of the students;

AND WHEREAS has been engaging apprentices in

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. OBJECTIVE:

To offer on the job practical training to enhance employability of graduates/diploma holders in any technical or non-technical stream or of persons pursuing postgraduation/graduation/diploma in any technical or non-technical stream to enhance employability as per the provisions of the Apprentices Act, 1961 and rules made thereunder.

2. DEFINITIONS:

(1) **Apprentice** : 'Apprentice' means a person who is undergoing apprenticeship in pursuance of a contract of apprenticeship with

(2) **Training** : 'Training' means the Technical/Non-Technical on the Job Practical Training, not exceeding three years to be provided by to the apprentices engaged in the University.

3. ROLE AND RESPONSIBILITIES OF THE

..... shall-

- (1) supply apprentices as per the requirement of the University;
- (2) extend support to mobilise apprentices for on the job practical training;
- (3) prepare monthly attendance reports of the apprentices and get the same certified from the Administration (Non-teaching) Section of the University;
- (4) prepare and submit monthly invoice to the Finance and Accounts Section of the University along with the monthly attendance report certified by the Administration, (Non-teaching) Section of the University and submit a copy thereof to the Administration Section of the University;
- (5) make payment of stipend to the apprentices, every month, regularly;
- (6) issue training completion certificate to the apprentices at the end of the training period;
- (7) indemnify and keep indemnified the University against any loss, costs, charges or expenses, suffered or incurred by the University on account of any damage to the property of the University caused by the apprentice;
- (8) comply with the provisions of the Apprentices Act, 1961 and rules and guidelines made thereunder, strictly.

- (9) be responsible for the consequences including for prosecution, if any, in case of violation of any law applicable to Apprentice;
- (10) be solely responsible to deal with all legal matters/litigations arising out of and in connection with the deployment of apprentices at the University.
- (11) perform all activities regarding Apprentice selection procedure, furnish all the returns on the portal-site, submit reimbursement claims, upload contract of apprenticeship on the apprenticeship portal, etc. and perform any other activities assigned to it by the State/Central Government as Third Party Aggregator (TPA) in connection with this Agreement.

4. ROLE AND RESPONSIBILITIES OF THE UNIVERSITY :

The University shall-

- (1) place the apprentices supplied by..... for the training at appropriate administrative sections/departments/centres of the University;
- (2) make payment of the stipend to be paid to the apprentices as per the invoice submitted by every month to ;
- (3) not be responsible for any claim arising out of any accident or mishap due to placement of apprentice by;
- (4) not be responsible for any claim arising out of any loss or injury caused to the apprentices supplied by

5. CERTIFICATION AS THIRD PARTY AGGREGATOR :

----- shall possess a Third Party Aggregator (TPA) under the Apprentices Act, 1961, issued by the Ministry of Skill Development and Entrepreneurship, Government of India, during the subsistence of this Agreement and shall submit a copy of such certification to the University.

6. OVERTIME, LEAVE, CONDUCT AND DISCIPLINE:

- (1) No apprentice will be required to be posted in the training beyond the work hours of the University as far as possible. In case of urgency of work, an apprentice may be required to work beyond the work hours of the University, with the approval of the Head of the Administrative Section or Head of the Academic Department of the University, where he has been posted.
- (2) An apprentice shall be entitled to eight casual leaves per year. He shall not be entitled to any other leave or other benefits which employees of the University are entitled to.
- (3) A training contract with the apprentice can be terminated forthwith without any notice by..... on account of any unlawful behaviour on the part of the apprentice or on account of repeated breach of directives or policies of the University or for absenteeism or for committing any act of misconduct or indiscipline reported by the University in respect of the apprentice.

- (4) For all matters of conduct and discipline, an apprentice shall be governed by the rules and regulations of theand shall be responsible for disciplinary action, if any, against the apprentice.
- (5) Apprentices supplied by shall not be the employees of the University.
- (6) It shall not be obligatory on the University to offer employment to the apprentices supplied by on successful completion of the period of the apprentice by such apprentice.

7. MONETARY ASPECTS:

- (1) The University shall pay the amount of stipend to be paid to the apprentices at the rate not less than minimum wages prescribed for the respective category or as may be decided by the University, whichever is more.
- (2) The University shall pay to an administrative charge of Rs. 500/- per apprentice per month.
- (3) The total amount as mentioned in Sub-Clauses (a) and (b) above, along with the GST as applicable, shall be paid by the University after submission of invoice by along with the report of attendance certified by Administration (Non-Teaching) Section, after deducting TDS at the rate applicable from time to time, as well as any other statutory deductions.

8. LIMITATION OF LIABILITY:

Both the Parties make no warranties, express or implied, Statutory or otherwise including the implied warranties relating to this Agreement to each other and shall not be liable to the other for any loss of profit. Loss of business or for special, direct, indirect, incidental, or consequential damages or losses of any kind or nature whatever.

9. EFFECTIVE DATE AND DURATION OF THE AGREEMENT:

This Agreement shall be valid from to unless or otherwise terminated earlier, as per Clause 11.

10. AMENDMENT TO AGREEMENT:

No amendment to this Agreement shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this Agreement.

11. TERMINATION OF AGREEMENT:

- (1) This Agreement can be terminated by any party giving the other party, a prior written notice of not less than 60 days of its intention to do so but without any liability to the other.

- (2) This Agreement shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- (3) In the event of termination of the Agreement, the fellows already working under this programme will continue to work for full term on the same terms and conditions as mentioned in this Agreement,

12. SETTLEMENT OF DISPUTES:

Any dispute arising in relation to or in connection with this Agreement between the parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the parties shall refer the said dispute for arbitration, to the sole arbitrator appointed by the Vice-Chancellor of the University and the decision of the arbitrator shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration. Such arbitration proceeding shall be held at Mumbai.

IN WITNESS WHEREOF both the parties hereto have set their hands, the date and year hereinabove mentioned.

For and on behalf of
University of Mumbai

For and on behalf of

Registrar
University of Mumbai

Witnesses :

- 1)
- 2)