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Mahatma Gandhi National Council of Rural Education

Department of Higher Education, Ministry of HRD, Govt of India

5-10-174, Shakar Bhavan, Ground Floor, Fateh Maidan Road, Hyd – 04, website: www.mgncre.org



TENDER NOTIFICATION

Sealed Tenders are invited from reputed outsourcing agencies/firms for hiring of manpower services. Last date for receipt of sealed tenders is 05.10.2020, 3.00 p.m. Tender form/details of terms & conditions can be downloaded from our website www.mgncre.org.

Sd/-
Chairman

TENDER FORM

File No.1Admn/101/HMS /2020-21/Dt: 24.09.2020

**MAHATMA GANDHI NATIONAL COUNCIL OF RURAL EDUCATION
5-10-174, SHAKAR BHAVAN, GROUND FLOOR, FATEH MAIDAN ROAD,
HYDERABAD – 500 004**



**TENDER SCHEDULE
FOR CARRYING OUT CERTAIN WORKS ON ACTIVITY BASIS
(FUNCTIONS) ON CONTRACT**

**LAST DATE OF RECEIPT OF FILLED IN TENDER
At 15.00 Hrs on 05.10.2020**

**OPENING OF TENDER
At 16.00 Hrs on 05.10.2020**

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File No.1Admn/101/HMS/2020-21/Dt: 24.09.2020
Mahatma Gandhi National Council of Rural Education
Department of Higher Education,
Ministry of Education, Government of India
5-10-174, Shakar Bhavan, Ground Floor, Fateh Maidan Road
Hyderabad – 500 004

Date: 24/09/2020

TENDER NOTICE

1. Sealed tenders are invited from reputed, experienced and financially sound service provider agencies / labour contractors for carrying out certain office works (Functions), as listed in the Schedule of works in Mahatma Gandhi National Council of Rural Education, Hyderabad, for a period of one year, extendable on satisfactory performance by the agency, on mutual consent.
2. The tender document can be downloaded from our website www.mgncre.org. The last date of receipt of the filled in Tender document is on or before **05.10.2020 at 15.00 Hrs**
3. The interested service providing agencies/labour contractors can submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand only) and other requisite documents till **15.00 Hrs on or before 05.10.2020**. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
4. The Bid/Tender shall be opened on the scheduled date and time in the presence of the representatives of the Companies/Firms/Agencies. Hence the representative of the Companies /Firms/Agencies should be present on the spot at the scheduled time & date.
5. Pre-qualification:- The service provider agencies/labour contractors having minimum 3 (three) years experience in providing such services to any Government/quasi Government departments or private Institution need only apply.
6. The various crucial dates related to Tender for carrying out certain office works on activity basis at MGNCRE, Hyderabad are cited as under:
 - a. Date and time for submission of Tender at **15.00 Hrs on or before 05.10.2020**.
 - b. Date and time of opening bids: **16.00 hrs on 05.10.2020**.
7. MGNCRE reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any

notice or assigning any reason. The decision of the Member Secretary, MGNCRE in this regard shall be final and binding on all. In the event of taking decision on the rates quoted by the tenderers, selection of suitable contractor, in the event of quoting of same rate only by more than one contractor/tenderer, the decision of the MGNCRE is final and binding on all.

8. The Bid shall be opened on the scheduled date and time at **16.00 hrs on 05.10.2020** in presence of only one representative of the service provider Companies /Firms/Agencies if any who wish to be present on the spot at that time.
9. All entries in the Tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid Form.

Mahatma Gandhi National Council of Rural Education

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. MGNCRE, Hyderabad requires the services of reputed, well established and financially sound service provider supply companies/labour contractors to carry out office work (functions) at MGNCRE, Hyderabad on activity based contract. The details of functions (works) to be carried out are shown in the schedule of works enclosed to this tender notice.
2. The service provider companies/agencies/labour contractors shall carry out all the works shown in the schedule of works. They shall quote the commission charges only **in percentage and the charges for each service will be fixed by MGNCRE.**
3. The tenderer should have minimum three years experience of providing similar services to any Government / quasi Government departments or Private Institution. i.e., the list of organizations for which services were supplied in last three years should be furnished. The tenderer should also furnish the number of persons deployed by them in the last three years in the following format.

Name of the organization to which manpower supplied/services provided	Name of the posts/Name of the services provided	No.of Persons deployed		
		2017	2018	2019
	Total manpower supplied			

4. Financial Bid : The Financial Bid for the works (functions) as per the schedule attached with this tender shall be furnished, quoting the commission charges only of the tenderer.
5. The contract is for a period of **One Year**, and the contract may be further extended at the discretion of the Mahatma Gandhi National Council of Rural Education and on mutual consent. The Council however, reserves the right to terminate the contract at any time after giving one week notice if the services rendered by the service provider companies / labour contractors are not found satisfactory.
6. The tenders have been invited under one bid system ie., Financial Bid. Interested agencies are advised to submit the sealed envelopes super scribing “Financial Bid for carrying out works (functions) at MGNCRE on activity basis 2020” to MGNCRE, Hyderabad.

7. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand Only) refundable (without interest), should be necessarily accompanied with the Financial Bid of the agency in the form of Demand Draft **drawn in favour of Mahatma Gandhi National Council of Rural Education, Hyderabad** payable at Hyderabad failing which the tender shall be summarily rejected.
8. The successful tenderer will have to deposit a Performance Security Deposit of 10% of the Annual Contract Value in the form of Demand Draft in favour of Mahatma Gandhi National Council of Rural Education, Hyderabad covering the period of contract.
9. The successful tenderer shall execute an agreement on non-judicial stamp paper to the value of Rs.100/- with the Mahatma Gandhi National Council of Rural Education, 5-10-174, Shakar Bhavan, Ground Floor, Fateh Maidan Road, Hyderabad within 7 days of the receipt of intimation of acceptance of the tender. The specimen Form of agreement bond will be supplied by MGNCRE.
10. In case of the successful tenderer, it is at the discretion of the Mahatma Gandhi National Council of Rural Education, Hyderabad to adjust the Earnest Money Deposit (EMD) against performance security Deposit payable by them, i.e. if the security deposit amount payable is more than the EMD, the difference amount only need to be deposited by the successful Tenderer.
11. Tenders should be filled and signed in all pages and in addition, every correction wherever made in the tender should invariably be attested by full signature of the tenderer with date before submission of the tenders to the authorities concerned, failing which the tender will be liable to be rejected.
12. The Mahatma Gandhi National Council of Rural Education reserves the right to reject or accept the tenders for carrying out some of the scheduled works or part thereof or all the scheduled works, without assigning any reason for doing so.

FINANCIAL BID APPLICATION

For providing Services on Activity Basis to Mahatma Gandhi National Council of Rural Education.

1. Name of Tendering Company/Firm/Agency :
2. Date of establishment of the agency :
3. Detailed office address of the Agency with office telephone number, fax no. mobile number and name of the contact person and his mobile no. :
4. Details of EMD :
 - a. D.D.No & Date : _____
 - b. Issuing Bank : _____
 - c. Amount : _____
5. Commission charges of the contractor in percentage : _____

Signature of the Authorized Person

Date:

Name:

Place:

Seal:

TERMS AND CONDITIONS

GENERAL

1. The contract shall be for **ONE** year and extendable based on the satisfactory performance of the contractor, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of services, breach of contract, reduction or cessation of the services requirements etc.
2. The contract shall automatically expire on the completion of **ONE** year from the date of award of contract, unless extended further by the mutual consent of contracting agencies and this office.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion/modification, for a further specific period mutually agreed upon by the successful Service providing Firms/Agencies and Mahatma Gandhi National Council of Rural Education.
4. The acceptance or otherwise of the offer made by MGNCRE shall be communicated by the tenderer's in writing.
5. The successful service providing agencies/labour contractors shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Council.
6. The MGNCRE at present is in requirement of the services as detailed in the schedule of works attached to the tender notice. The requirement of the Council may increase or decrease during the period of contract and the tenderer would need to provide required services for the additional services (functions) entrusted to him in writing, if required on the same terms & conditions as required by this Council from time to time. However additional cost would be paid by this Council for the additional services indented if any.
7. The successful service providing agency/contractor will be bound by the details furnished by him/her to this Council, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of contract, making him/her liable for legal action besides termination of contract and liable for forfeiture of security deposit.
8. The Mahatma Gandhi National Council of Rural Education reserves the right to terminate the contract during initial period also after giving a week's notice to the service providing agency. The successful service providing agency will not be entitled for any compensation whatsoever in respect of such termination.

LIABILITIES, CONTROL ETC., OF THE INDIVIDUAL SERVICE PROVIDERS DEPLOYED BY THE SERVICE PROVIDING AGENCY

9. The declaration form in **Annexure-I** must be signed by the service providing agency and must be enclosed along with the tender. No reference to the printed terms and conditions offered shall be considered.
10. The service providing agency shall ensure that the individual service provider deployed by the servicing providing agency in the Mahatma Gandhi National Council of Rural Education shall be a qualified/experienced person and possess required skills.
11. The service providing agency/labour contractor shall furnish the following documents in respects of the individual service providers who will be deployed by it in this Council before commencement of work.
 - a. List of individual service providers deployed in MGNCRE.
 - b. Bio-data of individual service providers along with their copies of certificates for proof of requisite qualifications/experience.
 - c. Attested copies of ID proof of the individual service providers deployed (viz., Aadhar card or Driving License or Pan Card)
12. In case, the individual service provider employed by the successful service providing agency/labour contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful service providing agency/labour contractor will be liable to take appropriate disciplinary action against such individual service provider, including their removal from site of work, if required by the Council.
13. The successful service providing agency/labour contractor shall replace immediately any of its individual service providers who are found unacceptable to this council because of security risks, incompetence, conflict of interest, improper conduct etc., upon receipt of notice from this Council within three days.
14. The individual service providers deployed shall be required to report to the Member Secretary, Mahatma Gandhi National Council of Rural Education, Hyderabad. In case, any of the individual service provider deployed is absent on a particular day or comes late / leaves early on three occasions, one day service cost shall be deducted.
15. Working hours would be normally from 9.00 A.M to 5.30 P.M during working days including half an hour lunch break. However, in exigencies of work, if required, the service hours are extendable, and individual service providers may be called on Saturday, Sunday and other Public holidays for which leave on suitable day would be compensated.
16. All the individual service providers provided by service providing agency should not be suffering from any contagious disease. They should be hale, healthy and energetic.

17. The successful service providing agency shall depute a coordinator who would be responsible for immediate interaction with Mahatma Gandhi National Council of Rural Education so that optimal services of the individual service providers deployed by the agency could be availed without any disruption.
18. As and when complaints regarding defective working are made by the Member Secretary, MGNCRE, immediate action shall be taken by the service providing agency to rectify the defect.
19. The selected service providing agency shall immediately provide a substitute in the event of any individual service provider deployed leaving the job due to his / her personal reasons. The delay by the service providing agency in providing a substitute beyond three working days shall attract a pre-estimate agreed liquidated damages @ Rs.100/- per day on the service providing agency in addition to the stoppage of cost of service for the said days of absence.
20. It will be the responsibility of the service providing agency to meet transportation, food medical and any other requirements in respect of the individual service providers deployed by the service providing agency in this Council and MGNCRE will have no liability in this regard. The service providing agency shall also issue identity cards to the individual service providers deployed in the council at the cost of the service providing agency only. Besides this, attendance register shall also be maintained by the service providing agency at the council, which will be kept under the safe custody of the supervisor/coordinator of the service providing agency.
21. If the Member Secretary, MGNCRE decides that any individual service provider supplied by service providing agency has to be replaced, the service providing agency will do so immediately. The failure to do so will attract a pre-estimate agreed liquidated damages @ Rs.100/- per day on the service providing agency.
22. The contract should not be sublet without the written permission of the Member Secretary, Mahatma Gandhi National Council of Rural Education.
23. For all intents and purposes the service providing agency shall be the 'Employer' within the meaning of different Labour Legislations in respect of individual service providers so employed and deployed in the Council. The individual service providers deployed by the service providing agency in Mahatma Gandhi National Council of Rural Education shall not have claims of Master and Servant relations, nor have any Principal and Agent relationship with or against the Mahatma Gandhi National Council of Rural Education.
24. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to individual service providers deployed. This Council shall, in no way be responsible for settlement of such issues whatsoever.

25. This Council shall not be responsible for any damages, losses, claims, financial or other injury to any service provider deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.
26. The individual service providers deployed by the Service providing Agency shall not claim, nor shall be entitled to Pay and Other facilities admissible to Regular employees of Mahatma Gandhi National Council of Rural Education.
27. The individual service providers appointed by the Service providing agency shall also not be entitled to any absorption in Regular capacity in the Council on expiry of the Contract.
28. The loss to the Mahatma Gandhi National Council of Rural Education, Hyderabad, if any, incurred on account of failure/or neglect or refusal on the part of the contractor to supply according to the terms of the agreement will be recovered from him from the security deposit.

LEGAL

29. The service providing agency will be responsible for compliance of all statutory provisions in respect of the service providers deployed by it in this Council; for carrying out the scheduled works on contract.
30. The service providing agency shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to the Mahatma Gandhi National Council of Rural Education to the concerned authorities from time to time as per prevailing rules and regulations on the matter. The service providing agency shall also produce necessary proof of having filed the tax returns/challans with the concerned authorities for each month along with the service bill for payment in the subsequent month.
31. The service providing agency shall submit the following self attested documents along with the Tender form:-
 - i. Registration Certificate
 - ii. GST Registration Certificate
 - iii. PAN card
 - iv. Registration certificate of ESIC and EPF
32. The service providing agency shall maintain all statutory registers under the applicable law. The service providing agency shall produce the same, on demand to the concerned authorities of this Council or any other authority under law.
33. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time to time and a certificate (Form 16A) to this effect shall be provided to the service providing agency by this Council.

34. In case, the service providing agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Council is put to any loss / obligation, monetary or otherwise, the Council shall be entitled to get the loss recovered from the service providing agency.
35. If any loss of property occurs, investigations will be carried out by the authorities comprising of the authorized representatives of the service providing agency and the Mahatma Gandhi National Council of Rural Education. The service providing agency shall pay compensation commensurate with the loss, if the individual service providers deployed by the service providing agency is found to be responsible for the said loss in the investigation.

FINANCIAL

36. The Financial bid should be accompanied with Earnest Money Deposit (EMD), refundable of Rs.50,000/-(Rupees Fifty Thousand Only) in the form of Demand Draft or pay order drawn in favour of Mahatma Gandhi National Council of Rural Education, payable at Hyderabad failing which the tender shall be rejected out rightly.
37. The EMD in respect of the agencies which do not qualify the Financial Bid shall be returned to them without any interest. However, the EMD in respect of the successful service providing agency shall be adjusted towards the performance Security deposit. Further, if the agency fails to deploy required number of individual service providers against the initial requirement within 7 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
38. The successful service providing agency will have to deposit a security amount of 10% of the Annual Contract value in the form of Demand Draft in favour of Mahatma Gandhi National Council of Rural Education, Hyderabad covering the period of contract.
39. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will be liable to be forfeited by the Council besides annulment of the contract.
40. The successful service providing agency shall submit the bill, in triplicate, with break-up of monthly payment details to each category of outsourced individual with the service provider/agency's service charges, GST, etc, along with copies of Challans with list of individual and amount towards remittance of ESIC, EPF contributions and GST with the concerned departments for the previous month to Mahatma Gandhi National Council of Rural Education on the first working day of the succeeding month.
41. Payment shall be made by the agency to the individual service providers deployed by the Service providing agency on or before 5th of every month without fail.
42. The amount of pre-estimated agreed liquidated damages calculated @ Rs.100/- per day per individual service provider on account of delay, if any in providing a suitable

substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing agencies/labour contractor in the subsequent month.

43. The Mahatma Gandhi National Council of Rural Education reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
44. The quantum of works may vary from time to time as per the requirements of MGNCRE.

Mahatma Gandhi National Council of Rural Education

Declaration

1. I/We enclose herewith Demand Draft for Rs. _____ towards Earnest Money Deposit.
2. I/We bind myself/ourselves to the conditions prescribed in the Tender Form.
3. I/We the Tenderers agree to have the Earnest Money forfeited to Mahatma Gandhi National Council of Rural Education in case of my/our failure in full or part to undertake the contract upon the acceptance of this Tender.

Signature:

Designation:

Name of the firm and address:

ANNEXURE-II

The Annual Turnover of M/s. _____ for the past three years are given below and certified that the recognized Statement is true and correct.

Sl.No	Year	Turn Over Rs in Lakhs
1	2017-18	
2	2018-19	
3	2019-20	
	Total	

Average turnover per annum Rs. _____ lakhs

Signature of the Tenderer with seal

**SCHEDULE OF WORKS (FUNCTIONS)
TO BE CARRIED OUT ON ACTIVITY BASIS IN MGNCRE**

I. House Keeping Services:	
Details of Work	Cleaning, sweeping, moping & maintenance of hospitality utensils.
II. Office Maintenance & Messenger Services :	
Details of Work	<ul style="list-style-type: none"> a. Office upkeep, photocopying, providing hospitality services in meetings and programmes. b. Bills payment for utilities and services, delivery of local tappals.
III. Administration/Accounting Assistance Services :	
Details of Work	<ul style="list-style-type: none"> a. Dispatching & record maintenance b. Accounting and book keeping services c. Assisting in functioning of Council
IV. Driving and Multi Tasking Services	
Details of Work	Driving and multitasking services for the office