



**CENTER FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI),
A-2, 1st Floor, Toshali Bhawan, Satya Nagar,
Bhubaneswar, Pin : 751007,
Telephone No – 0674-2573310**

TENDERCALL NOTICE

Tender Ref. No. CMGI/PCU/TENDER/DEO-SG-OB/2021/755/240, DATE : 19.02.2021

e-Tenders are invited from eligible Service Providers by Centre for Modernizing Government Initiative (CMGI, for “ **Providing Services of 92 Data Entry Operators (DEOs)** ” to be placed at CMGI, Bhubaneswar, Cuttack and the District Headquarters.

Period of Contract: The contract would be initially for two years (Till 31.03.2023). However, the contract may be extended for one more year based on satisfactory performance of the selected agencies. Also, please note that Contract can be cancelled unilaterally by CMGI in case services are not satisfactory within the contracted period.

Amendment of Tender: In case of any discrepancy between the Press Advertisement, other detailed provisions of the tender document and the updated version on the web (up to **6.00 P.M. on 10.03.2021**), the web-version will prevail. At any time prior to **10.03.2021**, the Procurement & Contracting Unit, CMGI reserves the right to add / modify / delete any portion of this document by issuance of an addendum, which would be published on the web site cmgi.org.in and will be binding on the bidders.

SCHEDULE OF EVENTS

Start date of on-line issuance of Tender Document in http://cmgi.org.in / https://tendersodisha.gov.in	19/02/2021
Last Date For Submission of Tender	15/03/2021 up to 11.30 AM
Opening of General & Technical Bid	15/03/2021 at 3.00 PM
Opening of Financial Bid	17/03/2021 at 3.00 PM

SECTION I

ELIGIBILITY CRITERIA

The bidders must fulfill the following minimum eligibility criteria to be eligible for submission of their tenders:

- 1) The Bidder should be a company registered under the Indian Companies Act 1956 or Partnership firm registered under Indian Partnership Act.
- 2) The word “company” here includes registered company or partnership/ proprietor ship firm.
- 3) The bidder must have a local office at Bhubaneswar (Proof to be submitted). Lease agreement along with Telephone/ Electricity Bill taken in favour of the bidder should be submitted.
- 4) The Bidder should produce copy of PAN Card of in favour of its organization.
- 5) The Bidder should have an average annual turnover of at least ₹ Five Crores during the Three Financial years (2017-18, 2018-19, 2019-20). Scan copy of the statutory audit report/ Profit and Loss Account & Balance Sheets for the financial years (2017-18, 2018-19, 2019-20) should be uploaded. Unique Document Identification Number (UDIN) of the audit (CA) firm should be mentioned in the audit report/ Profit and Loss & Balance Sheets.
- 6) The bidder should produce copy of GST Registration Certificate.
- 7) The bidder should produce copy of EPF Registration Certificate.
- 8) The bidder should produce copy of ESI Registration Certificate.
- 9) Should have obtained at least 5 (Five) work orders/agreements/MoUs/ completion certificates (of supplying 50 numbers of manpower at least in/to one case/Organization/office) of providing total 100 nos of skilled manpower having minimum qualification of Graduation with PGDCA or above (Post Graduation/ B.E./B.Tech./MCA/M.Tech./Above) to various Govt. (Central/State) Organizations / PSU Organizations during the 3 (three) financial years (2017-18, 2018-19, 2019-20).
- 9.a. Please note :** The work orders/agreements/ MoUs/ completion certificates should be exclusively towards outsourcing of manpower rather than towards any other works (civil/electrical/other works) in which manpower support is required to accomplish the assigned work. Work orders/agreements/ MoUs/ completion certificates exclusively for outsourcing of manpower services shall only be accepted in the tender. Work orders issued for civil/electrical/other works shall not be accepted in this tender.
- 10) The bidder should not have been blacklisted / debarred by any Govt. of India / State Govt. /PSU. A self-declaration to that effect should be enclosed.

The bidder must have to submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

TERMS OF REFERENCE

1. BACKGROUND

Centre for Modernizing Government Initiative (CMGI) is a society under General Administration & Public Grievance (GA & PG) Dept., Government of Odisha with an objective to ensure better public services to the citizens by improving the service delivery mechanism adopting a comprehensive four-pronged approach through the use of information technology, building an enabling policy framework for service delivery, re-engineering the government processes and enhancing capacity of the human resources to manage a smart and modern citizen centric government.

2. OBJECTIVES

There is requirement of Data Entry Operators having quite satisfactory computer operation knowledge at 30 districts and state headquarters. In this regard, CMGI proposes to engage Agency/Firm for outsourcing of the services of data entry operators to work in various districts and state headquarters (Bhubaneswar). CMGI intends to outsource an agency to continue with the existing DEOs through the said agency.

3. SCOPE OF WORK & RESPONSIBILITIES

Skilled data entry operators shall be deployed in all 30 Collectorates and state headquarters (Bhubaneswar). Selected agency (ies) will be asked to engage DEOs periodically as per the requirement within L1 tender price. In view of the requirement, the numbers of Data Entry Operators may increase/decrease and periodically the revised work order may be issued to the agency. CMGI reserves the right to assign the work order to multiple agencies as per the L1 price.

SKILL SET OF THE DATA ENTRY OPERATORS:

- (1) The minimum qualification should be Graduation with PGDCA.
- (2) Data Uploading knowledge
- (3) Working knowledge in handling of computers, Windows Operating System, MS Office, Data Entry, handling of different software, etc.

4. TIMING & WORKING HOURS

Working days/hours for the outsourced data entry operators will be as per the timing of CMGI or the office where he/she is deployed to work.

5. FACILITIES AND INPUTS TO BE PROVIDED BY CMGI

Facilities: working space for the data entry operators and required furniture, required Software application and database.

TERMS AND CONDITIONS

General Conditions for Providing Services

1. The Company/Organization/Agency/Firm (Manpower Service Provider) shall deploy required number of DEOs personnel for the data entry work as specified in the Terms of Reference.
2. The Company/Organization/Agency/Firm shall be responsible for any damage to equipment, property of the work space and third party liabilities caused by acts on part of its personnel at the workspace premises.
3. CMGI stands absolved for any liability on account of death or injury sustained by the agency/ firms personnel deployed during the performance of Data entry work and also for any damages or compensation due to any dispute between the agency/ firm and its personnel.
4. The Agency/Firm (Manpower Service Provider) should not assign or sublet the work or any part to any other party in any form.
5. The Agency/Firm (Manpower Service Provider) will provide only qualified persons (DEOs) who have the required knowledge and skill for carrying out the work.
6. Any other terms & conditions, mutually agreed to prior to finalization of the work order shall be binding on the Agency/firm.
7. The selected Manpower Service Provider shall not, without CMGI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan sample of information furnished by or on behalf of CMGI in connection therewith, to any person other than a person employed by the firm in the performance of the assigned work. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
8. The Manpower Service Provider shall not outsource the work to any other Associate/ franchisee/ third party under any circumstances. If so happens then CMGI shall impose sanctions which shall include termination of the Contract for default and debarring in future.
9. The Manpower Service Provider shall provide a substitute well in advance if there occurs 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 Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Employees Provident Fund and Employees State Insurance, wherever applicable.
10. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
11. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the District. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
12. The Manpower Service Provider should not claim any deposit / donation from the staffs (Data Entry Operators).
13. The Manpower Service Provider should engage the existing Data Entry Operators and clear

their monthly fees on or before 7th of every month. Monthly fees of the DEOs of last month should be paid on or before 7th of next month. The statutory dues like EPF & ESI of the employees should also be cleared by the Service Provider by the due date.

14. Selection of the DEOs shall be done in consultation with CMGI.

2. Payment Terms

2.a. No payment shall be made for partial work done. 100% payment will be made after at each successive month by CMGI.

Sl. No	Identified stage as per job work flow	Payment for the work completed
1	On submission of bill at each successive month @ Nos Data Entry Operators outsourced	100% of the billed amount

Payments shall be subject to deductions of any amount for which the Agency/company is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of the applicable TDS (Tax deduction at Source) as per the prevailing Income Tax, GST and any other prevailing laws. Payments shall be made in Indian Rupees.

If for any reason, CMGI is dissatisfied with performance of the agency, an appropriate sum may be withheld from any payment otherwise due. In such event, CMGI shall identify the particular services with which it is dissatisfied together with the reason for such dissatisfaction, and accordingly payment shall be deducted/ withheld.

Should CMGI determine after paying for a particular service that the service has not been completed satisfactorily, CMGI may recover, or withhold from further payments, an amount not exceeding that previously charged for that services until the unsatisfactory service is remedied to its satisfaction.

2.b. Monthly Remuneration to the DEOs : The agency has to ensure that the DEOs get their due fees/remuneration (of the month worked) on or before 7th of next month, i.e., a Data Entry Operator having worked for the month of April 2021 should get her/his fee/remuneration on or before 7th May 2021. There should not be any deviation in the above understanding. This is to be noted that the service provider will submit the attendance sheet of the DEOs along with the bill every month mentioning the number of days worked for the said month which will be verified by CMGI in order to process the exact remuneration amount. Release of remuneration/payment to the DEOs should not be subject to release of due payment to the concerned agency/vendor. Release of DEOs' fees should not be conditional to release of the due payment of the agency against the bill raised towards the service rendered.

3. Forfeiture of EMD

EMD made by the firm may be forfeited under the following circumstances:

- i. If the Firm withdraws the proposal before the expiry of the validity period.
- ii. During the evaluation process, if a Firm indulges in any such activity as it would jeopardize the process, the decision of CMGI regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- iii. If the Firm violates any of the provisions of the terms and conditions of the proposal.
- iv. In the case of a successful Firm, If the firm fails to:
 - Accept the work order along with the term & conditions.
 - Furnish performance security
 - Violates any of conditions of this proposal or indulges in any such activities as would jeopardize the work.

4. Performance Security

The successful Firm/Agency shall be required to make a Security Deposit amounting to 10% of the total value of the work order towards Performance Guarantee in the form of a Bank Guarantee issued by any Nationalized Bank of India favoring "Executive Director, CMGI", payable at Bhubaneswar.

The EMD deposited by the Successful Firm can be converted into security deposit. The balance amount of Security Deposit is to be submitted by the firm at the time of signing of contract. This Security Deposit shall be held for due performance as per obligation arising out of the acceptance of the Contract. The deposit shall be refunded upon successful execution of the work order to the full satisfaction of the concerned authority. However, the MSME guideline for submission of Performance Bank Guarantee shall be followed.

5. Schedules of Deliverables

Providing services of Data Entry Operators on outsourcing basis at Bhubaneswar, Cuttack and 30 District Headquarters.

6. Termination for Default:

CMGI may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the company) terminate the work/ task in whole or in part, forthwith.

- If the firm fails to make a Security Deposit amounting to 10% of the total value of the work order towards Performance Guarantee in the form of a Bank Guarantee issued by any Nationalized Bank of India favoring "Executive Director, CMGI", payable at Bhubaneswar. If the selected agency is unable to submit the Performance Guarantee, then it will be disqualified from getting the work order.
- If the Firm fails to deliver or complete the job assigned as per schedule in the terms and conditions contained in the work order.
- If the firm fails to perform any other obligations under the terms and conditions.
- If the firm fails to deposit ESI & EPF money of the DEOs and submit the proof of the said deposit on monthly basis.
- If the firm demands money/donation from any DEO outsourced for CMGI;
- If the firm delays in paying the monthly fee of last month to the DEOs as per schedule.

7) Compensation for Termination of Contract

If the Firm fails to carry out the work or submit/give the deliverables within the stipulated period or any extension thereof, as may be allowed by CMGI, without any valid reasons acceptable to CMGI may terminate the work order forthwith, and the decision of CMGI on the matter shall be final and binding on the firm. Upon termination of the work order, CMGI shall be at liberty to get the work done at the risk and expense of the firm through any other agency, and to recover from the firm compensation or damages.

8) Force Majeure

This clause shall mean and be limited to the following in the execution of the work order placed by the CMGI.

- a) War/hostilities
- b) Riot or civil commotion
- c) Earth Quake, Flood, Tempest, Lightning or other natural physical disaster

The Company shall inform the CMGI in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, the CMGI reserves the right to cancel the work order without any obligation to compensate the firm in any manner for whatsoever reason, subject to the provision of clause mentioned.

9) Arbitration

CMGI and the Agency/Firm shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the matter will be referred to Executive Director, CMGI Management Committee whose decision will be final and binding on both parties. The arbitration proceedings if any shall be held in Bhubaneswar.

10) Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

Format-T 1

(To be furnished in the General & Technical Proposal)

TENDER SUBMISSION FORM

(On the letterhead of the firm)

(Location: Date)

To,

Executive Director,
Centre for Modernizing Government Initiative (CMGI),
A2, 1st Floor, Toshali Bhawan, Satya Nagar,
Bhubaneswar, Odisha, India, Pin : 751007.

Tender Enquiry No. CMGI/PCU/TENDER/DEO-SG-OB/2021/755/240, DATE : 19.02.2021

Dear Sir,

We, the undersigned, offer to provide the necessary services for **“Deployment of Data Entry Operators on outsourcing basis at 30 districts and State Headquarters”**.

We are hereby submitting our Proposal, which includes this General & Technical Proposal, and a commercial Proposal sealed under a separate envelope.

We here declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentation contained in it may lead to our disqualification.

Our Proposal shall be binding upon us as per the work order to be issued in our favour, subject to the modifications resulting from the decision you may subsequently carry out. If we are assigned the work during the period of validity of the Proposal, we undertake to carry our same as per the terms and conditions of this tender document.

I hereby declare that my company/organization has not been debarred/ black listed by any Government / Semi Government organization. I further certify that I am the competent authority in my company authorized to make this declaration.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory (In Full and initials)_

Name and Title of Signatory :

Name of Firm:

Address:

FORMAT T 2

(To be furnished in the General & Technical Proposal)

Average annual turnover during the 3 financial years

Sl. No	Financial Year	Annual Turnover (Rs.)
1	2017 – 18	
2	2018 – 19	
3	2019 – 20	
	Average Annual turnover for the financial years	

Note: Please furnish the photocopies of the statutory audit reports / Annual reports for the last three financial years along with auditors certified copy towards turnover statement in support of the figures mentioned above.

Authorized Signatory [In full and initials]:-----

Name and Title of Signatory:-----.

Name of firm :-----

Address:-----

FORMAT T 3

(To be furnished in the General & Technical Proposal)

Human Resources details

(Please furnish the details of the personnel available with the firm)

The firms are to furnish the following information on their current strength of the personnel. (Use separate sheet of paper if the space provided is not sufficient)

Sl. No	Name of the Personnel	Qualification	Typing Speed In English	Years of Experience in Data Entry work

Authorized Signatory [In full and initials] : _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORMAT T 4

(To be furnished in the General & Technical Bid)

The bidder should have executed at least 3 (Three) work orders of providing skilled Data entry operators (or having knowledge working knowledge in handling of computers, windows Operating System, MS Office, Data Entry, Handling of different software to various to Govt. Departments / Govt. Offices / Private Companies / PSUs.)

Past Experience in providing skilled Data Entry Operators / Higher jobs to Govt. Departments / Govt. Offices / PSUs during 3 (Three) Financial years (2017 -18, 2018-19, 2019 - 20)

Name of Assignment	Name/ address of employer	Date of award of assignments	Date of completion of assignment	Value of the assignment

Note: Please furnish **the Completion certificate/ work Order/ MoU/ Agreement Copies** of the works executed (for Govt. Departments/Govt. Offices/PSUs) in support of the information mentioned above.

Authorized Signatory [In full and initials] : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____

Application process :

EVALUATION & SELECTION CRITERIA

Eligible and interested companies are requested to submit their bids in Government of Odisha e-Tender portal (<https://tendersodisha.gov.in>) as described below (along with documentary evidence).

Evaluation and comparison of tenders:

The e-Tenders received within the closing time of tender submission will be evaluated as per the criteria given hereunder:

The **commercial proposals** of only those firms shall be opened and considered for evaluation, whose **general & technical proposal is found to be responsive** fulfilling the criteria as per the following conditions.

The Responses received will be evaluated based on the following criteria as specified below.

1. General & Technical Bid Submission :

The bidders are required to upload all the following documents online in e-tender portal (<https://tendersodisha.gov.in>) while submitting their bids online, otherwise the bid will be disqualified.

- 1) Proof of registration of the company Bidder should be a company; registered under the Indian Companies Act 1956 or Partnership firm registered under Indian Partnership Act or a proprietary concern registered in Odisha.
- 2) The bidder must have a local office at Bhubaneswar (Proof to be submitted). Lease agreement (in case of leased house) along with Telephone/ Electricity Bill taken in favour of the bidder should also be submitted.
- 3) The Bidder should produce copy of PAN Card of the Companies organizations / Agency/firm.
- 4) The word “company” here includes registered company or partnership firm.
- 5) The bidder must have a local office at Bhubaneswar (Proof to be submitted).
- 6) The Bidder should produce copy of PAN Card of in favour of its organization.
- 7) The Bidder should have an average annual turnover of at least ₹ Five Crores during the Three Financial years (2017-18, 2018-19, 2019-20). Scan copy of the statutory audit report/ Profit and Loss & Balance Sheets for the financial years (2017-18, 2018-19, 2019-20) should be uploaded. Unique Document Identification Number (UDIN) of the audit (CA) firm should be mentioned in the audit report/ Profit and Loss & Balance Sheets.
- 8) The bidder should produce copy of GST Registration Certificate.
- 9) The bidder should produce copy of Provident Fund Registration Certificate.

- 10) The bidder should produce copy of ESI Registration Certificate.
- 11) Should have obtained at least 5 (Five) work orders/agreements/MoUs/ completion certificates (of supplying 50 numbers of manpower at least in/to one case/Organization/office) of providing total 100 nos of skilled manpower having minimum qualification of Graduation with PGDCA or above (Post Graduation/B.E./B. Tech./MCA/M.Tech./Above) to various to Govt.(Central/State) Organizations / PSU Organizations during the 3 (three) financial years (2017-18, 2018-19, 2019-20).
- 12) The bidder should not have been blacklisted/ debarred by any Govt. of Odisha /India/PSU organization. A self-declaration to that effect should be submitted.

The bidder must have submitted documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

Please Note : The Financial Bid should be submitted in the BoQ format through the e-Tender Portal (<https://tendersodisha.gov.in>).

2. Offline Submissions:

1. The bidder is requested to submit the following documents offline (i.e. physically) on or before 15.03.2021, 11.00 AM to Procurement Officer, Center for Modernizing Government Initiative, Centre for Modernizing Government Initiative (CMGI), A2, 1st Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India, Pin : 751007.
2. Tender Fee of Rs. 5,000/- by Demand Draft in favour of “The Executive Director, Center for Modernizing Government Initiative” payable at Bhubaneswar.
3. Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakhs) only by Demand Draft in favour of “The Executive Director, Center for Modernizing Government Initiative”. However, the MSME guideline for submission of EMD will be followed. The bidder registered under MSME should submit relevant document w.r.t. their MSME registration.

TERMS AND CONDITIONS FOR SUBMISSION OF FINANCIAL BID FOR PROVIDING DATAENTRY OPERATORS

1. In case of increase or decrease in the rate of GST, the billing will be changed proportionately as per the Government norms.
2. In case of increase or decrease in the rate of the remuneration/fee/statutory/etc. dues, the billing will be changed proportionately as per the Government norms.
3. The selected bidder (vendor) has to adhere to the change/amendment in the Government/CMGI decision without having any financial implications.
4. In case of tie, i.e., quoting of same rates (L -1 only) by more than one bidder in the financial bid, the annual turnover of the bidders during the three Financial years (2017-18, 2018-19, 2019-20) will be taken into consideration.
5. CMGI reserves the right to distribute the work order amongst the L1 bidders in in L1 price.
6. It is the responsibility of the agency to show GST component in the bill and to deposit the GST collected to the appropriate authority. GST compliance shall rest completely with the manpower supplying agency.
7. GST will be charged extra on bill by the agency as per the government norms.
8. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
9. The firm should engage the existing DEOs and clear their monthly fees on or before 7th (1st week) of every month through RTGS/Bank transfer only.
10. The selected agency cannot charge any Deposit/Donation from the Data Entry Operators, otherwise their work order will be cancelled and Bank Guarantee forfeited.
11. CMGI may increase/decrease the requirement of Data Entry Operators time to time. But the price as quoted above shall be valid for next 3 years.
12. However, the work order can be cancelled, if the performance of the agency and the DEOs are found to be not satisfactory.
13. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency.
14. On issue of the work order, the selected agency should make a security Deposit amounting 10% of the work order value towards Performance Guarantee in the form of a Bank Guarantee issued by any nationalized bank of India favoring "Executive Director, CMGI", payable at Bhubaneswar within one week of issue of the work order, failing which

the L2 bidder will be offered the work order in L1 price. However, the MSME guideline for submission of EMD will be followed. The bidder registered under MSME should submit relevant document w.r.t. their MSME registration.

15. Service Charge should not be quoted less than Re.100/- per person per month otherwise the quoted price shall not be taken into consideration.
16. The Financial Bid should be submitted in the BoQ format through the e-Tender Portal (<https://tendersodisha.gov.in>).

Signature of authorized person with Seal