



**CENTER FOR MODERNIZING GOVERNMENT INITIATIVE
(CMGI)**

A2, 1st Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India,
Pin : 751007

TENDERCALL NOTICE

No.CMGI/PCU/SMC/2017/ 1797 , Date:..27/11/2020

e-Tender are invited, from eligible and experienced manpower service providers for “**Outsourcing of Services of Eight Project Assistants to CMGI**” to work in its various Projects for a period of one year, w.e.f., 01.01.2021. The tender specification may be obtained online from the CMGI website (www.cmgi.org) or from Government e-Procurement Portal (<https://tendersodisha.gov.in>).

Tender shall be furnished in two parts i.e.

- Part A – General and Technical Proposal and
- Part B – Commercial Proposal in the BoQ Format of Government e-Procurement Portal

SCHEDULE	
Period of availability of tender document in website	28.11.2020
Last Date For Submission of Tender	18.12.2020, 11.30
Opening of General Bid & Technical Bid	18.12.2020, 12.30
Opening of Commercial Bid	21.12.2020, 3.30 PM

Amendment of the 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 **5.00 P.M. on 11th December 2020**), the web-version will prevail. At any time prior to **5.00 P.M. on 11th December 2020**, the CMGI reserves the right to add / modify / delete any portion of this document by issuance of an addendum/ corrigendum, which would be published on the web site cmgi.org.in and will be binding on the tenderers.

Procurement Officer (CMGI)

SECTION I

ELIGIBILITY CRITERIA

The Companies/ organizations / Agency/firms 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 registered in Odisha and should be at least five years old.
- 2) The word “company” here includes registered company or partnership firm.
- 3) The Bidder should produce copy of Certificate of Registration towards evidence of operation of the Companies/Organization for last five years.
- 4) The bidder must have a local office at Bhubaneswar (Proof to be submitted)
- 5) The address of the firm’s Country Office and Local Office (s) in Orissa. (Along with Telephone/ Mobile/Fax/E-mail/Web address).
- 6) The Bidder should produce copy of PAN Card of the Companies organizations / Agency/firms.
- 7) The Bidder should have an average annual turnover of at least ₹2 Crore during the three Financial years (2016-17, 2017-18, 2018-19).
- 8) The bidder should have Provident Fund Registration Certificate .
- 9) The bidder should have filed Provident Fund latest Return i.e. Till March, 2020.
- 10) The bidder should have ESI Registration Certificate .
- 11) The bidder should have filed ESI Return i.e. Till March, 2020.
- 12) The bidder should have GST Registration Certificate .
- 13) The bidder should have filed GST Return i.e. Till March 2020.
- 14) Should have executed at least 10 (Ten) work orders of providing manpower services to any Government (State/Central/PSU) Organization out of which at least one work order should be on providing services of **“Skilled/Highly Skilled/Technical (Engineers) Manpower”** to any Government (State/Central/PSU) Organization.
- 15) The bidder should not have been blacklisted/ debarred by any Govt. of India / State Govt. A self-declaration certificate to that effect should be enclosed.
- 16) Performance Security : If selected, the selected agency should submit the Performance Security of Rs.5,00,000/- (Rupees Five Lakhs) in the form of Bank Guarantee drawn from a Schedule Bank favoring, the Executive Director, CMGI having validity of 1 (one) year and 2 months (total 14 months).
- 17) The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

SKILL SET OF PERSONNELS

Sl. No.	Designation	Academic Background/ Eligibility	Experience
2	Project Assistant	• B.Tech./ B.E. (Comp. Sc./ IT/Tel. Comm.), MCA	• Minimum One Years of working experience • Knowledge in handling eGovernance / Office Automation projects • Good Communication Skill • Positive Mindset, willing to work beyond normal office hours • Programming Knowledge in JAVA • Social Media

1. TIMING & WORKING HOURS

- Working hours for the engaged Consultants will be usually 10.00 AM to 5.30 PM (with 30 minutes break) in all the working days except Sundays and National Holidays.
- However, even beyond the above time, the Project Assistants may be asked to work in the interest of general public,

2. FACILITIES AND INPUTS TO BE PROVIDED BY CMGI

Facilities: working space, required furniture, required Software application and database for the Consultants shall be provided by CMGI.

SECTION –II
TERMS AND CONDITIONS

1. General Conditions for Providing Services

The selected company/organizations/agency/firm shall deploy **Project Assistants to CMGI.**

- a) The company/organizations/agency/firm shall be responsible for any damage to equipment, properly of the work space and third party liabilities caused by acts on part of its personnel at the workspace premises.
- b) CMGI stands absolved for any liability on account of death or injury sustained by the company/organizations/agency/firm personnel deployed during the performance of the Work.
- c) The company/organizations/agency/firm should not assign or sublet the work or any part to any other party in any form.
- d) The company/organizations/agency/firm will provide only qualified persons who have the required knowledge and skill for carrying out the work.
- e) The selected company/organizations/agency/firm shall not, without CMGI 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 with, 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.
- f) The company/organizations/agency/firm shall not outsource the contact 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 for future.
- g) 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 Provident Fund and Employees State Insurance, wherever applicable.

- h) The persons deployed by the Manpower Service Provider should have very good antecedent and no criminal case should be pending against them.
- i) 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 CMGI. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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.

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 all statutory deductions.

Payments shall be made in Indian Rupees.

If for any reason if CMGI is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due.

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 CMGI's satisfaction.

2.b. **Monthly Remuneration to the Consultants :** The agency has to ensure that the Consultants get their due Consultancy fees/remuneration (of the month worked) on or before 7th of next month, i.e., a consultant having worked for the month of January 2021 should get her/his consultancy fee/remuneration on or before 7th February 2021. There should not be any deviation in the above understanding. This is to be noted that CMGI would issue the attendance sheet mentioning the nos of days worked for the said month in order to process the exact remuneration amount. Release of remuneration/payment to the Consultants should not be subject to release of due payment to the concerned agency/vendor.

3. Forfeiture of EMD

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

If the Firm withdraws the proposal before the expiry of the validity period . During the evaluation process, if a Firm indulges in any such activity as 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. If the Firm violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Firm fails to

- (a) Accept the work order along with the term & conditions.
- (b) Furnish performance security
- (c) Comply any of conditions of this proposal or indulges in any such activities as would jeopardize the work.

4. Performance Security

The Successful Firm shall be required to make a security Deposit towards Performance Guarantee in the form of a Bank Guarantee of Rs.5,00,000/- value favoring “the Executive Director, CMGI, payable at Bhubaneswar.

The EMD deposited by the Successful Firm shall 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.

5. 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, 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.

6. 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, etc.

The Company/agency 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 seven days, 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.

7. 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 the Executive Director, CMGI, whose decision will be final and binding on both parties. The arbitration proceedings if any shall be held in Bhubaneswar.

8. 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,

The Executive Director,
CMGI,
Bhubaneswar

Re: Tender Enquiry No. CMGI/PCU/SMC/2017/ 1797 , Date: .27/11/2020.

Dear Sir,

We, the undersigned, offer to provide the necessary services of **“Project Assistants to CMGI”**. We are hereby submitting our Proposal, which includes this General & Technical Proposal, and a commercial Proposal sealed under a separate envelope. We hereby 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 for a period up to 31st March 2021, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our tender. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out same as per the terms and conditions of this tender document.

We also hereby declare that my company has not been debarred/ black listed by any Government / Semi Government organizations. 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.

We remain,

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	2016 - 17	
2	2017-18	
3	2018-19	
	Average Annual turnover for the financial years	

Note: Please furnish the photocopies of the statutory audit reports / Annual reports for the three financial years as mentioned above 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)

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	Years of Experience

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 Proposal)

The bidder should have executed at least 10 (Ten) work orders of providing manpower services to any Government (State/Central/PSU) Organization out of which at least one work order should be on providing services of “**Skilled/Highly Skilled/Technical (Engineers) Manpower**” to any Government (State/Central/PSU) Organization.

Past Experience in supplying Manpower to Government Organizations.

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 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 eligibility 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) The Bidder should be a company; registered under the Indian Companies Act 1956 or Partnership firm registered under Indian Partnership Act registered in Odisha and should be at least five years old.
- 2) The word “company” here includes registered company or partnership firm.
- 3) The Bidder should produce copy of Certificate of Registration towards evidence of operation of the Companies/Organization for last five years.
- 4) The bidder must have a local office in Odisha (Proof to be submitted). Proof/Rent Agreement in this regard to be submitted
- 5) The address of the firm's Country Office and Local Office (s) in Orissa. (Along with Telephone/ Mobile/Fax/E-mail/Web address).
- 6) Copy of PAN Card of the Companies organizations / Agency/firms.
- 7) The Bidder should have an average annual turnover of at least ₹1 Crore during the three Financial years (2016-17, 2017-18, 2018-19). Audit /Profit and Loss report to be submitted.
- 8) Provident Fund Registration Certificate .
- 9) Provident Fund Return till March, 2020.
- 10) The bidder should have ESI Registration Certificate .
- 11) ESI Return i.e. Till March, 2020.
- 12) The bidder should have GST Registration Certificate .
- 13) The bidder should have filed GST Return i.e. March, 2020.
- 14) Should have executed at least 10 (Ten) work orders of providing manpower services to any Government (State/Central/PSU) Organization out of which at least one work order should be on providing services of “**Skilled/Highly Skilled/Technical (Engineers) Manpower**” to any Government (State/Central/PSU) Organization. Copy of the above to be submitted.
- 15) The bidder should not have been blacklisted/ debarred by any Govt. of India / State Govt. Organization. A self-declaration certificate to that effect should be enclosed.
- 16) The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

2. Finance Bid : The Finance Bid should be submitted through in Government of Odisha e-Tender portal (<https://tendersodisha.gov.in>) in the prescribed BoQ Format.

3. Offline Submissions:

The bidders are requested to submit the following documents offline (i.e. physically) on or before 17.12.2020, 2.00 PM to Procurement Officer, Center for Modernizing Government Initiative, A2, 1st Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India, Pin : 751007.

- i. Tender Fee of Rs. 5,000/- by Demand Draft in favour of “The Executive Director, Center for Modernizing Government Initiative” payable at Bhubaneswar.
- ii. Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand) only by Demand Draft in favour of “The Executive Director, Center for Modernizing Government Initiative” . However, the MSEs will be exempted from deposit of EMD with the following conditions. Udyog Adhar Certificate shall not be accepted for exemption of EMD. The certificate has to be certified by GMDIC/ NSIC on specific services : In this case if the GMDIC/ NSIC certificate indicates on the services specified in this tender shall only be accepted. If the bidder has GMDIC/ NSIC certification pertaining to providing manpower services to any government (central/state/PSU) organization, then it will be exempted from submission of EMD. MSE bidders shall have to provide proof in this regard.

Please Note :

1. In case of increase or decrease in the rate of statutory dues/fees, the billing will be changed proportionately as per the Government norms and CMGI shall pay the revised dues/fees to the agency.
2. In case of increase or decrease in the monthly remuneration of the Project Assistants subsequent to decision of the Government/CMGI, the selected agency shall pay the revised fee to the Project Assistants on receiving the due payment from CMGI without any change in the service charges.
3. In case two or more firms quote the same rates, the preference will be given to the firm who gives the list of more outsourced personnel in the 3 years (2016-17, 2017-18, 2018-19) provided to Government (State/Central/PSU) organization and the firm with higher turnover in the 3 years (2016-17, 2017-18, 2018-19).
4. 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.
5. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency. Every month the agency should deposit the ESI and EPF contribution with the appropriate authority and produce the subsequent proof. The firm should not claim any deposit / donation from the staffs (Project Assistants).
6. The firm should engage the existing Project Assistants and clear their monthly fees on or before 7th (1st week) of every succeeding month.
7. CMGI may increase the requirement of Project Assistants time to time. But the price as quoted above shall be valid for one year.
8. However, the work order can be cancelled, if the performance of the agency and the Project Assistants are found to be not satisfactory.
9. Work order/Agreement can be terminated at one month notice by CMGI without assigning any reason thereof.
10. If there will be change in the monthly remuneration and/or the statutory dues (ESI/EPF) based on the decision of the Government/CMSI, the selected agency shall subsequently adhere to the said decision of Government/CMSI without any change in the service charges. However, CMGI will pay the revised monthly remuneration of the Project Assistant through the agency.