



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

**A2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India, Pin : 751007**

**Tender document**

**for**

**Selection of Manpower Service Provider for outsourcing of Services of  
Software Engineers for CMGI**

## **CONTENTS OF TENDER DOCUMENT**

| <b>Sl. No</b> | <b>Description</b>                                       | <b>Page No.</b> |
|---------------|----------------------------------------------------------|-----------------|
| 1             | Tender Call Notice & Schedule                            | 03              |
| 2             | Eligibility Criteria                                     | 04              |
| 3             | Skill set of Software Engineer                           | 05              |
| 4             | Terms and Conditions                                     | 06 - 09         |
| 5             | Format for submission of Bid                             | 10 - 12         |
| 6             | Application process :<br>Evaluation & Selection criteria | 13              |
| 7             | Format for submission of General &<br>Technical Bid      | 14              |
| 8             | <b>Other Terms and Conditions</b>                        | 15              |



**CENTRE FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI)**  
A2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India, Pin : 751007

**TENDERCALL NOTICE**

**No.CMGI/IT-OUTSOURCE-SOFT-ENGI – 2021/764/ 748 , Dated.08/07/2021**

e-Tender are invited, from eligible and experienced manpower service providers for **“Outsourcing of Services of Software Engineers for CMGI”** to work in its various IT Projects for a period of one year, w.e.f., 01.08.2021. The tender specification may be obtained online from the CMGI website ([www.cmgi.org](http://www.cmgi.org)) or from Government e-Procurement Portal (<https://tendersodisha.gov.in>). The tender along with the cost of the tender papers in shape of Bank Draft only shall be submitted through Government e-Procurement Portal (<https://tendersodisha.gov.in>) on or before **26<sup>th</sup> July 2021**. No hard copy of the tender will be acceptable.

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

| <b>SCHEDULE</b>                                                                                     |                                |
|-----------------------------------------------------------------------------------------------------|--------------------------------|
| Period of availability of tender document in website <a href="http://www.cmgi.org">www.cmgi.org</a> | <b>08.07.2021 – 26.07.2021</b> |
| Last Date For Submission of Tender:                                                                 | <b>26.07.2021, 12.15 PM</b>    |
| Opening of General Bid & Technical Bid                                                              | <b>26.07.2021, 12.30 PM</b>    |
| Opening of Financial Bid                                                                            | <b>28.07.2021, 12.30 PM</b>    |

**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 **6.00 P.M. on 20<sup>th</sup> July 2021**), the web-version will prevail. At any time prior to **6.00 P.M. on 20<sup>th</sup> July 2021**, 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](http://cmgi.org) and will be binding on the tenderers.

**Procurement Officer (CMGI)**

**Centre for Modernizing Government Initiative (CMGI)**  
A-2, 1<sup>st</sup> Floor, Toshali Bhawan,  
Satya Nagar, Bhubaneswar, Pin : 751007,  
Telephone No – 0674-2573310

**SECTION I**  
**ELIGIBILITY CRITERIA**

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

- 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 or a proprietary firm and should be at least five years old.
- 2) The word “company” here includes registered company or partnership firm or proprietary firm.
- 3) The Bidder should produce copy of Proof/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) Copy of PAN Card of the bidder.
- 6) The Bidder should have an average annual turnover of at least ₹1 Crore during the last Three Financial years (2017-18, 2018-19 & 2019-20). Duly filled-in information as per Form T-2 having certified by the Chartered Accountant or Profit and Loss report certified by the Chartered Accountant to be submitted.
- 7) Provident Fund Registration Certificate .
- 8) Provident Fund Return till March, 2021.
- 9) The bidder should have GST Registration Certificate .
- 10) The bidder should have filed GST Return i.e. March, 2021.
- 11) Should have experience in providing **“Technical (B. Tech./BE/MCA) Manpower”** services to any Government (State/Central/PSU) Organization. At least 3 (three) work orders/agreement/MoU/etc. to that effect should have been issued in favour of the bidder during the last three Financial years (2017-18, 2018-19 & 2019-20). Copies of the above to be submitted.
- 12) 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.
- 13) The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

### SKILL SET OF SOFTWARE ENGINEERS:

| Sl. No. | Designation        | Academic Background/ Eligibility                                                     | Experience                                                                                                                                                         |
|---------|--------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2       | Software Engineers | <ul style="list-style-type: none"><li>• B.Tech./ B.E. (Comp. Sc./ IT), MCA</li></ul> | <ul style="list-style-type: none"><li>• Minimum three years of working experience in software development out of which two years in Java with PostgreSQL</li></ul> |

#### 1. TIMING & WORKING HOURS

Working hours for the outsourced Software Engineers will be usually 10.00 AM to 5.30 PM (with 30 minutes break) in all the working days except Sundays and National Holidays.

#### 2. FACILITIES AND INPUTS TO BE PROVIDED BY CMGI

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

**SECTION –IV**  
**TERMS AND CONDITIONS**

**1. General Conditions for Providing Services**

The selected company/organizations/agency/firm shall deploy Software Engineers.

- a) The company/organizations/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.
- b) The company/organizations/agency/firm should not assign or sublet the work or any part to any other party in any form.
- c) The selected manpower service provider will provide only qualified persons who have the required knowledge, skill and experience for carrying out the work.
- d) Any other terms & conditions, mutually agreed to prior to finalization of the work order shall be binding on the manpower service provider.
- e) The manpower service provider shall not outsource the contract 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.
- f) The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job or abstains from the job for more than 30 days' 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.
- g) The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- h) 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 as well as the manpower service provider. The manpower service provider shall be responsible for any act of indiscipline on the part of

the persons outsourced.

## **2. Payment Terms**

2.a. No payment shall be made for partial work done. 100% payment will be made after 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 deduction of any applicable GST as per the prevailing tax laws.
- 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. In such event CMGI shall identify the particular services with which it is dissatisfied together with the reason for such dissatisfaction, and payment of the amount outstanding queries.
- 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 Outsourced Software Engineers** : The agency has to ensure that the **Outsourced Software Engineers** get their due Consultancy fees/remuneration (of the month worked) on or before 7<sup>th</sup> of next month, i.e., a consultant having worked for the month of August 2021 should get her/his consultancy fee/remuneration on or before 7<sup>th</sup> August 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 against the official attendance of the outsourced service provider, which will be cross verified by the concerned person of CMGI and monthly payment to the manpower service provider shall be released based on the verified attendance-sheet. Release of monthly remuneration/payment to the outsourced software engineers should not be subject to release of due payment to the concerned manpower service provider by CMGI.

### **3. Performance Security**

The successful Firm/Agency shall be required to make a Security Deposit amounting to 3% 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 Performance Bank Guarantee should have validity of one year and three months, w.e.f. inception date of the manpower outsourcing.

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 issue of Work Order. 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.

### **4. 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.

### **5. 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/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 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.

#### **6. 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.

#### **7. 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/IT-OUTSOURCE-SOFT-ENGI-2021/764/\_\_\_\_\_.**

Dear Sir,

We, the undersigned, offer to provide the outsourcing services of **“Software Engineers 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 31<sup>st</sup> 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 last 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 / Turn over statement issued by the competent Chartered Accountant.

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

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

Name of firm :-----

Address:-----

Certified by Chartered Accountant

With Stamp

### **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: \_\_\_\_\_

## **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 or a proprietary firm and should be at least five years old.
- 2) The word “company” here includes registered company or partnership firm or proprietary firm.
- 3) The Bidder should produce copy of Proof/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) Copy of PAN Card of the Companies bidder.
- 14) The Bidder should have an average annual turnover of at least ₹1 Crore during the last Three Financial years (2017-18, 2018-19 & 2019-20). Duly filled-in information as per Form T-2 having certified by the Chartered Accountant or Profit and Loss report certified by the Chartered Accountant to be submitted.
- 6) Provident Fund Registration Certificate .
- 7) Provident Fund Return till March, 2021.
- 8) The bidder should have GST Registration Certificate .
- 9) The bidder should have filed GST Return i.e. March, 2021.
- 10) Should have experience in providing “**Technical (B. Tech./BE/MCA) Manpower**” services to any Government (State/Central/PSU) Organization. At least 3 (three) work orders/agreement/MoU/etc. to that effect should have been issued in favour of the bidder during the last Three Financial years (2017-18, 2018-19 & 2019-20). Copies of the above to be submitted.
- 11) 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.
- 12) 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.

**Appendix – I:**

**Formats for General & Technical Bid**

**CENTRE FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI)**  
**General & Technical Bid**

| <b>SI No.</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                   | <b>Proof Submitted (Yes/No)</b> | <b>Page No.</b> |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------|
| 1             | Copy of Registration of the Bidder                                                                                                                                                                                                                                                                                                   |                                 |                 |
| 2             | Firms Details (Proprietorship, Partnership, Company, Corporate Body) please attach certificate                                                                                                                                                                                                                                       |                                 |                 |
| 3             | Copy of PAN Card of the Companies bidder                                                                                                                                                                                                                                                                                             |                                 |                 |
| 4             | Proof of Annual turnover (Minimum 1 crore)                                                                                                                                                                                                                                                                                           |                                 |                 |
| 5             | Proof of local office in Odisha                                                                                                                                                                                                                                                                                                      |                                 |                 |
| 6             | Provident Fund Registration Certificate                                                                                                                                                                                                                                                                                              |                                 |                 |
| 7             | Provident Fund Return till March, 2021                                                                                                                                                                                                                                                                                               |                                 |                 |
| 8             | The bidder should have GST Registration Certificate                                                                                                                                                                                                                                                                                  |                                 |                 |
| 9             | The bidder should have filed GST Return i.e. March, 2021                                                                                                                                                                                                                                                                             |                                 |                 |
| 10            | Should have experience in providing “ <b>Technical (B. Tech./BE/MCA) Manpower</b> ” services to any Government (State/Central/PSU) Organization. At least 3 (three) work orders/agreement/MoU/etc. to that effect should have been issued in favour of the bidder during the last Three Financial years (2017-18, 2018-19 & 2019-20) |                                 |                 |
| 11            | 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                                                                                                                                                             |                                 |                 |
| 12            | 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.                                                                                                                                                            |                                 |                 |

Authorized Signatory

**Please Note : Other Terms and Conditions**

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 monthly remuneration of the Software Engineers subsequent to decision of the Government/CMGI, the selected agency shall pay the revised fee to the Software Engineers on receiving the due payment from CMGI. However, there will be no change in the service charges.
3. In case of increase/decrease in the requirement (numbers) of the Software Engineers, the service provider should be ready to accept the revised manpower requirement without any deviation in the Service Charge.
4. In case of **Tie** amongst the bidders in terms of the Service Charge, Turn Over (for FY 2017-18 , 2018-19 and 2019 - 20) as per the audit report / certification by Chartered Accountant of the said agencies will be considered as the criteria of evaluation.
5. 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.
6. Every month the agency should deposit the ESI and EPF contribution with the appropriate authority and produce the subsequent proof.
7. The firm should not claim any deposit / donation from the staffs (Software Engineers).
8. Service Charge should not be quoted less than Rs.200/- per person (Software engineer) per month otherwise the quoted price shall not be taken into consideration.
9. The firm should provide services of Software Engineers through a proper test (Interview/written) taken by the CMGI IT team / Government Officials/ Nominated Experts. The firm should therefore provide list of Software Engineers in minimum ratio of 1:3 out of which the best will be selected. If the agency fails to provide list proper candidates, then it will be assumed that the firm does not have adequate expertise in providing technical manpower (Software Engineers) and subsequently the work order shall be terminated.
10. The work order shall be cancelled if performance of the selected manpower service provider or the outsourced staff is found to be not satisfactory.
11. The validity of the period of the work order may vary (increase/decrease) based on the requirement. The service charge shall not be changed in case of extension of validity of the work order.
12. However, the work order can be cancelled, if the performance of the agency and the Software Engineers are found to be not satisfactory.
13. All statutory compliances related to taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the selected agency.
14. Work order/Agreement can be terminated at one month notice by CMGI without assigning any reason thereof.
15. If there will be change in the monthly remuneration and/or the statutory dues (ESI/EPF) based on the decision of the Government/CMGI, the selected agency shall subsequently adhere to the said decision of Government/CMGI without any change in the service charges. However, CMGI will pay the revised monthly remuneration of the Software Engineers through the agency.