



**CENTER FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI),**  
1212(A), Unit – 1, Sishu Bhawan Square, Bhubaneswar- 751009, Odisha,  
Telephone No. : 0674- 2598150/51

## **TENDERCALL NOTICE**

**No. CMGI / PCU/HRMS-ULB/2018/586/ 912 , Dt.11 . 06 .2018**

e-Tenders are invited from eligible Service Providers by Centre for Modernizing Government Initiative (CMGI, for “**Providing Services of Sr. Software Engineers, Software Engineers, Project Assistants and Project Managers**” for Development and management of various e-Governance Projects, Social Media and other activities”. This is an e-Tender for empanelment of manpower service providing agencies. The numbers of the aforementioned manpower will increase/decrease depending upon the requirement of CMGI.

**Period of Contract :** The contract would be for one year from the commencement date of the contract. Please note that Contract can be cancelled unilaterally by the customer in case services are not received 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 2<sup>nd</sup> July 2018), the web-version will prevail. At any time prior to 2<sup>nd</sup> July 2018, 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](http://cmgi.org.in) and will be binding on the bidders .

### **SCHEDULE OF EVENTS**

1. Last Date For Submission of Tender:	<b>06/07/2018 up to 2.00 PM</b>
2. Opening of General Bid & Technical Bid	<b>06/07/2018 at 4.00 PM</b>
3. Submission of Tender	Through Government of Odisha e-Tender portal ( <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> ) on or before <b>06/07/2018 , 2.00 PM</b>

**CENTRE FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI)**  
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**No. CMGI / PCU/HRMS-ULB/2018/586/ 912 , Dt.11 . 06 .2018**

To,

Sub: Selection of Companies / organizations / Agency/ Firm for **“Providing Services of Sr. Software Engineers, Software Engineers, Project Assistants and Project Managers”**.

Dear Sir/ Madam.

Sir/Madam,

CMGI proposes to engage Agency/Firm for **“Providing Services of Sr. Software Engineers, Software Engineers, Project Assistants and Project Managers”**.

Therefore, e-tenders as per the terms and conditions contained in this tender document are invited from Agency/Firm for **“Providing Services of Sr. Software Engineers, Software Engineers, Project Assistants and Project Managers ”**.

Yours faithfully,

Executive Director,

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

## **TERMS AND CONDITIONS**

### **1. General Conditions for Providing Services**

- a) The companies/organizations/agency/Firm shall deploy required number of Project Assistants.
- b) The 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.
- c) CMGI stands absolved for any liability on account of death or injury sustained by the agency/ firms personnel deployed during the performance of the Project Assistants and also for any damages or compensation due to any dispute between the agency/ firm and its personnel.
- d) The agency/Firm should not assign or sublet the work or any part to any other party in any form.
- e) The agency/Firm will provide only eligible persons (Project Assistants) who have the required knowledge and skill for carrying out the work.
- f) Any other terms & conditions, mutually agreed to prior to finalization of the work order shall be binding on the agency/firm.
- g) The company 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 for future.
- h) 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.
- i) The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- j) The persons deployed should be polite, cordial and efficient while handling the

assigned work. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

- k) The firm should not claim any deposit / donation from the staffs (Project Assistants).
- l) The firm should engage the Project Assistants and clear their monthly fees on or before 7<sup>th</sup> of every month.

## 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	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 any applicable TDS (Tax deduction at Source) as per the prevailing income-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 Project Assistants :** The agency has to ensure that the Project Assistants get their monthly remuneration (of the month worked) on or before 7<sup>th</sup> of next month, i.e., a person having worked for the month of August 2018 should get her/his consultancy fee/remuneration on or before 7<sup>th</sup> September 2018. 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 Project Assistants should not be subject/conditional to release of due payment to the concerned **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.

**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, If the firm fails to

- (a) Accept the work order along with the term & conditions.
- (b) Furnish performance security
- (c) Violates 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.3,00,000/- in the shape of demand draft or Bank Guarantee drawn from a scheduled bank favoring “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. Termination of Contract 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 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.

## **6. 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.

## **7. Force Majeure**

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

## **8. Arbitration & Legal Jurisdiction :**

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

## **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 or a proprietary concern registered in Odisha.
- 2) The word “company” here includes registered company, partnership firm or proprietary concern.
- 3) The Bidder should produce copy of Certificate(proof) of Registration towards evidence of operation of the Company/Organization minimum for last 5 Years (since April 2013)
- 4) The bidder must have a local office at Bhubaneswar (Proof to be submitted).
- 5) The Bidder should produce copy of PAN Card of the said organizations.
- 6) The selected bidder should have ability and willingness to submit a performance security of Rs.3,00,000/- (Rupees three lakhs) only in the form of Demand Draft or Bank Guarantee from a scheduled bank.
- 7) The Bidder should have an average annual turnover of at least ₹50 Lakhs during the Three Financial years 2014-15, 2015-16 and 2016-17 from the business of deployment of Manpower.
- 8) The bidder should produce copy of GST Registration Certificate.
- 9) The bidder should produce copy of Provident Fund Registration Certificate along with copy of latest PF Return (upto 31<sup>st</sup> March 2018).
- 10)The bidder should produce copy of ESI Registration Certificate with copy of latest ESI Return (upto 31<sup>st</sup> March 2018).
- 11)Should have executed at least 1 (one) work order of providing technical/managerial manpower (Degree/Diploma Engineers/MBAs/MCAs) to any Govt. Departments / Govt. Offices / PSUs during last 3 (three) financial years (i.e. 2014-15 to 2016-17).
- 12)The bidder should not have been blacklisted by any Govt. of India / State Govt. Self-declaration to be submitted.

## 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.**

- 2) 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 .
- 3) Proof of local office at Bhubaneswar;
- 4) Proof of PAN Card of the Companies organizations / Agency/firm.
- 5) The 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.
- 6) The word “company” here includes registered company, partnership firm or proprietary concern.
- 7) The Bidder should produce copy of Certificate (proof) of



Registration towards evidence of operation of the Company/Organization minimum for last 5 Years (since April 2013)

- 8) The bidder must have a local office at Bhubaneswar (Proof to be submitted).
- 9) The Bidder should produce copy of PAN Card of the said organizations.
- 10) Audit Report of the Bidder of having average annual turnover of at least ₹50 Lakhs during the three Financial years 2014-15, 2015-16 and 2016-17 from the business of deployment of Manpower.
- 11) The bidder should produce copy of GST Registration Certificate.
- 12) The bidder should produce copy of Provident Fund Registration Certificate along with copy of latest PF Return (upto 31<sup>st</sup> March 2018).
- 13) The bidder should produce copy of ESI Registration Certificate with copy of latest ESI Return (upto 31<sup>st</sup> March 2018).
- 14) At least 1 (one) work order of providing technical/managerial manpower (Degree/Diploma Engineers/MBAs/MCAs) to any Govt. Departments / Govt. Offices / PSUs during last 3 (three) financial years (i.e. 2014-15 to 2016-17).
- 15) The bidder should not have been blacklisted by any Govt. of India / State Govt. Organization. Self-declaration to be submitted.
- 16) Format – T1
- 17) Format – T-2
- 18) The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mentioned above.

The Financial Bid should be submitted in the BoQ format through the e-Tender Portal (<https://tendersodisha.gov.in>).3

## **2. Offline Submissions:**

The bidder is requested to submit the following documents offline (i.e. physically) on or before 05.07.2018, 2.00 PM to Procurement Officer, Center for Modernizing Government Initiative, Plot No - 1212/A, Sishu Bhawan Square, Udyan Marg, Infront of Canara Bank, Bhubaneswar - 751009.

- 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” payable at Bhubaneswar.

Bids of the bidders, who found to be failed in submitting the above documents offline will be rejected.

**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,  
Centre for Modernizing Government Initiative (CMGI)  
Sishu Bhawan Square, Unit – 1,  
Bhubaneswar - 751009, Odisha.

Tender Enquiry No. : **CMGI / PCU/HRMS-ULB/2018/586/ 912 , Dt.11 . 06 .2018**

Dear Sir,

We, the undersigned, offer to provide the necessary services of “**Sr. Software Engineers, Software Engineers, Project Assistants and Project Managers**”. We are hereby submitting our Proposal, which includes this General & Technical Proposal, and a commercial Proposal through Government of Odisha e-Tender portal (<https://tendersodisha.gov.in>).

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 of one year from date of issue of work order in our favour, 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 our 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.

Yours sincerely,

Name and Signature of the Authorized Signatory

**Format-T 2**

(To be furnished in the General & Technical Proposal)

**Bidder Information Sheet**

Name of the Agency/Company	
Year Established	a) Incorporated as, b) in year, c) at (Furnish the copy of the certificate Of incorporation/Registration)
Registered Office Address	
Office Address in Bhubaneswar/Cuttack	
Name of the top executive and authorized signatory	
Designation	
Telephone Numbers	
Fax Numbers	
E-mail :	
Mobile No.	
GST No.	
Updated EPF Registration No with proof of return with up to date clearances certificate. Furnish the copy of the certificate of Incorporation/Registration certificate)	
Updated ESI Registration No	
PAN No.	
No. of Years of proven experience of providing similar Services Names of Govt. Dep't. /Govt.	
Offices/PSUs whom similar services has been rendered. furnish Completion Certificate / work order copies)	
Name of the Authorized Signatory	
Signature of the Authorized Signatory	

## **TERMS AND CONDITIONS FOR SUBMISSION OF FINANCIAL BID FOR PROVIDING PROJECT ASSISTANTS FOR IMPLEMENTATION OF E-OFFICE AND OTHER PURPOSE**

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1. GST will be charged extra on bill by the agency as per the government norms. 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 Tie amongst the bidders in terms of the Service Charge, the Experience and Turn Over of the said agencies will be considered as criterion of evaluation.
3. 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.
4. 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.
5. 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 selected agency cannot charge any fee from the Project Assistants otherwise their work order will be cancelled and Bank Guarantee forfeited.
7. Final selection of the Project Assistants will be done by a committee of CMGI.
8. CMGI may increase the requirement of Project Assistants time to time. But the price as quoted above shall be valid for next 3 years.
9. However, the work order can be cancelled, if the performance of the agency and the outsourced persons are found to be not satisfactory.
10. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency.
11. The bidders are required to refer the Government norms of GST, ESI, EPF

and TDS. If any bidder is found to have deviated/violated/manipulated the norms of GST/ ESI/ EPF the financial bid of the said bidder will be disqualified.

12. On issue of the Letter of Acceptance (LoA), the selected agency should make a security Deposit of Rs.3,00,000/- (Rupees Three Lakhs) only towards Performance Guarantee in the form of a Bank Guarantee issued by any scheduled bank of India favoring “Executive Director, CMGI”, payable at Bhubaneswar within one week of issue of the LoA, failing which the L2 bidder will be offered the LoA in L1 price.
13. Service Charge should not be quoted less than 2% of the total billing amount per person per month otherwise the offer shall not be taken into consideration.
14. Work order/Agreement can be terminated at one month notice by CMGI without assigning any reason thereof.

**15. SKILL SET**

SL. No.	Designation	Academic Background / Eligibility	Experience
1	Sr. Software Engineer	MCA/BTech/ BE (IT/Comp. Sc./ECT)	4 Years in Java and Spring
2	Software Engineer	MCA/BTech/ BE (IT/Comp. Sc./ECT)	3 Years in Java and Spring
3	Project Manager	B.Tech. in Comp.Sc./ IT/E&T/Electronics or MBA	4 years of experience in a Managerial position.
4	Project Assistant	MCA/ BTech/ BE (IT/Comp. Sc./ECT)	1 Year in Software Development/Support

16. The Financial Bid should be submitted in the BoQ format through the e-Tender Portal (<https://tendersodisha.gov.in>) for one unit (Project Assistant) only.

Signature of authorized person with Seal