



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/SHKS/ 2015/ 351 (P-2) / 193, 29.01.2018

e-Tenders are invited from eligible Service Providers by Centre for Modernizing Government Initiative (CMGI, for “ **Providing Services of Office Boys/Housekeepers and Security Guards on contractual basis** ” to be placed at **CMGI, Bhubaneswar**.

Period of Contract : The contract would be for three years 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 17th February 2018**), the web-version will prevail. At any time prior to **17th February 2018**, 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

1. Last Date For Submission of Tender:	20/02/2018 up to 2.00 PM
2. Opening of General Bid & Technical Bid	20/02/2018 at 3.00 PM
3. Opening of Commercial Bid	21/02/2018 at 3.00 PM
4. Submission of Tender	Through Government of Odisha e-Tender portal (https://tendersodisha.gov.in) on or before 20/02/2018 up to 2.00 PM



CENTRE FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI)

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No. CMGI / PCU/SHKS/ 2015/ 351 (P-2) / 193, 29.01.2018

To,

Sub: Selection of Companies / organizations / Agency/ Firm for Providing services of 7 Nos nos of Office Boys/Housekeepers and 6 Security Guards on contractual basis.

Dear Sir/ Madam

CMGI proposes to engage Agency/Firm for **Providing services of 7 Nos of House Keeping Persons and 6 Nos of Security Guards on contractual basis ” to be placed at CMGI, Bhubaneswar and LMS Cell Cuttack** purely on contractual basis to be placed at state headquarters and district offices for a period of one year.

Therefore, e-tenders as per the terms and conditions contained in this tender document are invited from Agency/Firm for **“Providing services of 7 Nos of House Keeping Persons and 6 Nos of Security Guards on contractual basis ” to be placed at CMGI, Bhubaneswar and LMS Cell Cuttack .**

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 House Keeping staffs and Security Guards .
- 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 Data entry work 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 (House Keeping staffs) 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 (6 nos of housekeeping persons).
- l) The firm should engage the existing housekeeping persons and clear their monthly fees on or before 7th 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 @ 7 House Keeping Persons & 6 Security Guards	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 House Keeping Persons & Security Guards : The agency has to ensure that the house keeping persons get their monthly remuneration (of the month worked) on or before 7th of next month, i.e., a person having worked for the month of April 2018 should get her/his consultancy fee/remuneration on or before 7th May 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 House Keeping Persons 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.1,00,000/- 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 bidder must have a local office at Bhubaneswar ;along with Telephone/ Mobile/Fax/E-mail/Web address (Proof to be submitted) .
- 3) The Bidder should produce copy of PAN Card of the said organizations.
- 4) The selected bidder should have ability and willingness to submit a performance security of Rs.1,00,000/- (Rupees one lakh) only in the form of Demand Draft or Bank Guarantee from a scheduled bank.
- 5) The Bidder should have an average annual turnover of at least ₹one crore during the Three Financial years 2014-15, 2015-16 and 2016-17 from the business of deployment of Housekeepers and/or Security Guards. Statutory audit report with regard to above is to be uploaded.
- 6) The bidder should produce copy of GST Registration Certificates along with copy of up to date GST tax Return.
- 7) The bidder should produce copy of Provident Fund Registration Certificate along with copy of latest PF Return i.e. March, 2017.
- 8) The bidder should produce copy of ESI Registration Certificate with copy of latest ESI Return i.e. March, 2017.
- 9) Should have executed at least 5 (Five) work orders of providing housekeeping persons/Security Guards to various Govt. Departments / Govt. Offices / PSUs during last 3(three) financial years (i.e. 2014-15 to 2016-17).
- 10)The bidder should have valid Labour Registration of the firm and also have valid labour license for providing manpower/ Security Service to Government Organizations.
- 11)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.

- 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 ; along with Telephone/ Mobile/Fax/E-mail/Web address (Proof to be submitted) .
- 3) The Bidder should produce copy of PAN Card of the Companies organizations / Agency/firm.
- 4) The selected bidder should have ability and willingness to submit a performance security of Rs.1,00,000/- (Rupees one lakh) only in the form of Demand Draft or Bank Guarantee from a scheduled bank.
- 5) The Bidder should have an average annual turnover of at least ₹ one Crore during the last three Financial Years 2014-15, 2015-16 and 2016-17. Statutory audit report with regard to above is to be uploaded.
- 6) The bidder should produce copy of GST Registration Certificates along with copy of up to GST Return.
- 7) The bidder should produce copy of Provident Fund Registration Certificate along with copy of latest PF Return i.e. March, 2014.
- 8) The bidder should produce copy of ESI Registration Certificate.
- 9) Should have executed at least 5 (Five) work orders of providing housekeeping persons to various 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.
- 13)The Financial Bid should be submitted in the BoQ format through the e-Tender Portal (<https://tendersodisha.gov.in>).

2. Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) on or before 17.02.2018.XX.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” . Earnest Money Deposit must be submitted by all the bidders, except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department only (if they are registered for relevant schedules / products under this tender). The bidder must submit the certification of registration with one of the given authorities.
- iii. Self-attested copy of Other Parameters of Technical Bid.

**TERMS AND CONDITIONS FOR SUBMISSION OF FINANCIAL BID
FOR PROVIDING HOUSE KEEPING PERSONS AND SECURITY GUARDS**

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 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 (Housekeeping persons/Security Guards).
6. The firm should engage the existing housekeeping persons and clear their monthly fees on or before 7th (1st week) of every month.
7. CMGI may increase the requirement of Housekeeping Persons and Security Guards time to time. But the price as quoted above shall be valid for next 3 years.
8. However, the work order can be cancelled, if the performance of the agency and the Housekeepers/Security Guards are found to be not satisfactory.
9. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency.
10. 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 in the financial bid of the said bidder will be disqualified.
11. No amendment in the above financial bid format will be allowed.
12. Work order/Agreement can be terminated at one month notice by CMGI without assigning any reason thereof.
13. 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 :