



CENTER FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI)
A2, 1st Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India,
Pin : 751007

TENDERCALL NOTICE

No. CMGI/PCU/SMC-REC/2017/ 509/ 475 , Dated.01/06/2022

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., 01.07.2022. The tender specification may be obtained online from the CMGI website (www.cmgi.org) or from Government e-Procurement Portal (<https://tendersodisha.gov.in>). The tender documents only shall be submitted through Government e-Procurement Portal (<https://tendersodisha.gov.in>) on or before 22nd June **2022**. 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

SCHEDULE	
Period of availability of tender document in CMGI website (www.cmgi.org.in)	01.06.2022
Last Date For Submission of Tender:	22.06.2022 , 2.00 PM
Opening of General Bid & Technical Bid	22.06.2022, 3.30 PM
Opening of Commercial Bid	24.06.2022, 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 **6.00 P.M. on 18.06.2022**, the web-version will prevail. At any time prior to **6.00 P.M. on 18.06.2022**, 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 or a proprietary firm which should be at least five years old.
- 2) The Bidder should produce copy of Certificate of Registration towards evidence of operation of the Company/Organization for last five years.
- 3) The bidder must have a local office at Bhubaneswar (Proof to be submitted) .
- 4) The address of the firm's Country Office and Local Office (s) in Orissa. (Along with Telephone/ Mobile/Fax/E-mail/Web address) must be submitted.
- 5) The Bidder should produce copy of PAN Card of the Companies organizations / Agency/firms.
- 6) The Bidder should have an average annual turnover of at least ₹1 Crore during the last three Financial years (2018 – 19, 2019 – 20, 2020-21).
- 7) The Bidder should have updated IT return during the last three financial years (2018 – 19, 2019 – 20, 2020-21).
- 8) The bidder should have Employees Provident Fund (EPF) Certificate .
- 9) The bidder should have filed Employees Provident Fund (EPF) latest Return i.e. till March, 2022.
- 10)The bidder should have ESI Registration Certificate .
- 11)The bidder should have filed ESI Return i.e. till March, 2022.
- 12)The bidder should have valid GST Registration Certificate .
- 13)The bidder should have filed GST Return i.e. till March 2022.
- 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 three work orders should be on providing services of Degree Engineers having qualification of B.Tech./ B.E./MCA/Diploma to any Government (State/Central/PSU) Organization.
- 15)The bidder should not have been blacklisted/ debarred by any organization under Govt. of India / State Govt. A self-declaration certificate to that effect should be enclosed.
- 16)Performance Security : If selected, the Successful Firm shall be required to make a security Deposit towards Performance Guarantee in the form of a Bank Guarantee having value of 3% of the work order value favoring “ the Executive Director, CMGI, payable at Bhubaneswar having validity of 1 (one) year and 2 months (total 14 months) from the date of inception of the work.
- 17)The bidder registered under Odisha MSME should submit relevant document w.r.t. their MSME (Odisha) registration.
- 18)The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.

**SKILL SET OF PERSONNELS
(A)**

Designation	Academic Background/ Eligibility	Experience	Monthly Remuneration (inclusive of employees' and employer's share of EPF & ESI) per person
Project Assistant	B.Tech./ B.E. (Comp. Sc./ IT/Tel. Comm./ Electronics/ MCA with three years' experience	<ul style="list-style-type: none"> • Knowledge in handling eGovernance / Office Automation projects • Good Communication Skill • Positive Mindset, willing to work beyond normal office hours • Programming Knowledge in JAVA 	<p>Total Rs.21,309/- as per the following calculation break-up:</p> <ul style="list-style-type: none"> • Monthly Remuneration (in INR) per person including Employee's Share towards ESI & EPF : Rs.18,750/- • EPF (Employer's Share-13%) per person : Rs.1,950/- • ESI (Employer Share-@3.25%) per person : Rs.609/-

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 Public Holidays.

2. FACILITIES AND INPUTS TO BE PROVIDED BY CMGI

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

SECTION –IV

TERMS AND CONDITIONS

1. General Conditions for Providing Services

The selected company/organizations/agency/firm shall provide services of Project Assistants to CMGI on outsourcing basis.

- 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) CMGI stands absolved for any liability on account of death or injury sustained by the company/organizations/agency/firm personnel deployed during 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) Any other terms & conditions, mutually agreed to prior to finalization of the work order shall be binding on the company/organizations/agency/firm.
- f) 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 CMGI in connection therewith, to any person other than a person employed by the firm in the performance of the assigned work. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- g) 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.
- 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 making deposit 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 and their actions should promote good will and enhance the image of the District. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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 deduction of any applicable GST and Income Tax as per the prevailing GST and 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 Consultants** : The agency has to ensure that the Project Assistants 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 July 2022 should get her/his consultancy fee/remuneration on or before 7th August 2022. There should not be any deviation in the above understanding.

3. Performance Bank Guarantee (PBG)

The Successful Firm shall be required to make a security Deposit towards

Performance Guarantee in the form of a Bank Guarantee having value of 3% of the work order favoring “the Executive Director, CMGI, payable at Bhubaneswar having validity of 1 (one) year and 2 months (total 14 months) from the date of inception of the work. However, the MSME guideline for submission of performance guarantee will be followed for the bidders registered under Odisha MSME. Odisha MSME should submit relevant documents w.r.t. their MSME (Odisha) registration.

4. Forfeiture of Performance Bank Guarantee (PBG)

PBG 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) Violates any of conditions of this proposal or indulges in any such activities as would jeopardize the work.

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. The selected service provider should not ask for any donation/charge from the outsourced manpower (Project Assistants).

7. 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.

8. 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.

9. 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-REC/2017/ 509/ 475, Dated. 01/06/2022

Dear Sir,

We, the undersigned, offer to provide the necessary services of “**Project Assistants to CMGI**” on outsourcing basis. We are hereby submitting our bid, which includes this General & Technical bid, and a Financial Bid. 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 30th June 2023, 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 organization. I further certify that I am the competent authority in my company authorized to make this declaration.

We understand you are not bound to accept any Proposal you receive. 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	2018 - 19	
2	2019-20	
3	2020-21	
	Average Annual turnover for the financial years	

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

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

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

Name of firm :-----

Address:-----

FORMAT T 3

(To be furnished in the General & Technical Proposal)

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 three work orders on providing services of Degree/Diploma Engineers having qualification of B.Tech./ B.E./ MCA/ Diploma 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 **Financial Bids** 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 which should be at least five years old.
- 2) The Bidder should produce copy of Certificate of Registration towards evidence of operation of the Companies/Organization for last five years.
- 3) The bidder must have a local office at Bhubaneswar (Proof to be submitted) .
- 4) The address of the firm's Country Office and Local Office (s) in Odisha. (Along with Telephone/ Mobile/Fax/E-mail/Web address).
- 5) The Bidder should produce copy of PAN Card of the Companies organizations / Agency/firms.
- 6) The Bidder should have an average annual turnover of at least ₹1 Crore during the last Three Financial years (2018 – 19, 2019 – 20, 2020-21).
- 7) The Bidder should submit updated IT return during the last Three Financial years (2018 – 19, 2019 – 20, 2020-21).
- 8) The bidder should have Employees Provident Fund (EPF) Registration Certificate.
- 9) The bidder should have filed EPF latest Return i.e. Till March, 2021.
- 10)The bidder should have ESI Registration Certificate .
- 11)The bidder should have filed ESI Return i.e. till March, 2021.

- 12)The bidder should have valid GST Registration Certificate .
- 13)The bidder should have filed GST Return i.e. till March 2021.
- 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 three work orders should be on providing services of Degree Engineers having qualification of B.Tech. / B.E./ MCA 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)The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above.
- 17) Filled in Formats T 1, T-2, T-3 and T-4.
- 18)The bidder registered under Odisha MSME should submit relevant document w.r.t. their MSME (Odisha) registration.

The bidder must submit documentary evidence of the above clauses towards proof of fulfilling the eligibility criteria as mention above. The entire general and technical bid documents of each bidder **should not contain more than 50 pages.**

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. Criteria for Selection : The bidder having quoted the L1 price in the Finance Bid will be issued the Work Order to provide services of Project Assistants on outsourcing basis. In case of tie, i.e., quoting of same rates (L -1 only) by more than one bidder in the financial bid, the annual turnover of the bidders during the three Financial years (2018-19, 2019-20 and 2020-21) will be taken into consideration. In case of such tie, the bidder with highest annual turnover shall be issued the work order.

Please Note :

1. In case of increase or decrease in the rate of GST or other statutory deposits, the billing will be changed proportionately as per the Government norms.
2. In case of increase or decrease in the rate of the remuneration/fee/statutory/etc. dues, the billing will be changed proportionately as per the Government norms.
3. The selected bidder (vendor) has to adhere to the change/amendment in the Government/CMGI decision/order without having any financial implications.
4. In case of tie, i.e., quoting of same rates (L -1 only) by more than one bidder in the financial bid, the annual turnover of the bidders during the three Financial years (2018-19, 2019-20 and 2020-21) will be taken into consideration. In case of such tie, the bidder with highest annual turnover shall be issued the work order.
5. CMGI reserves the right to distribute the work order amongst the L1 bidders in in L1 price.
6. It is the responsibility of the agency to show GST component in the bill and to deposit the GST collected to the appropriate authority. GST compliance shall rest completely with the manpower supplying agency.
7. GST will be charged extra on bill by the agency as per the government norms.
8. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
9. The firm should clear monthly fees of the Project Assistants on or before 7th (1st week) of every month through RTGS/Bank transfer only.
10. In case of outsourcing of services of new Project Assistants, the selected firm should share list of prospective candidates having adequate qualification and experience in 3:1 ratio with CMGI. CMGI shall conduct the aptitude test to select the best candidate from the list shared by the selected firm.
11. The selected agency cannot charge any Deposit/Donation from the Project Assistants, otherwise their work order will be cancelled and Bank Guarantee forfeited.
12. CMGI may increase/decrease the requirement of Project Assistants time to time. But the price as quoted above shall be valid for next 3 years.
13. However, the work order can be cancelled, if the performance of the agency and the

Project Assistants are found to be not satisfactory.

14. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency.
15. Either CMGI or the selected service provider may issue disengagement / discontinuation notice of one month to each other if any one party feels that it can no more work with the other party. However, the party issuing the disengagement / discontinuation notice of one month to the other party should give sufficient reason(s) for the notice.
16. Service Charge should not be quoted less than ₹200/- (Rupees Two hundred only) per person per month otherwise the quoted price shall not be taken into consideration.
17. Work order/Agreement can be terminated at one month notice by CMGI without assigning any reason thereof.
18. 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/CMSI without any change in the service charges. However, CMGI will pay the revised monthly remuneration of the Project Assistant through the agency.
19. CMGI reserves the right to reject any or all tenders without assigning any reason thereof.

Signature of authorized person with Seal