



**CENTER FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI),  
A-2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar,  
Bhubaneswar, Pin : 751007,  
Telephone No – 0674-2573310**

### **TENDER CALL NOTICE**

**Tender Ref. No. CMGI/ PCU/Tender/PA TO ED & PA/2024/862/1050, Dated.23/08/2024**

E-Tenders are invited from eligible Service Providers by Centre for Modernizing Government Initiative (CMGI), for “ **Providing Services of 8 Project Assistants and 1 PA to Executive Director** ” for CMGI.

**Period of Contract :** The contract for Project Assistants and PA to Executive Director (ED) would be initially for three years (From 01.10.2024 to 30.09.2027). However, the contract may be further based on satisfactory performance of the selected manpower service provider. Also, please note that Contract can be cancelled unilaterally by CMGI 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 11.09.2024**), the web-version will prevail. At any time prior to **11.09.2024**), 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](http://cmgi.org.in) and will be binding on the bidders .

### **SCHEDULE OF EVENTS**

Start date of on-line issuance of Tender Document in <a href="http://cmgi.org.in">http://cmgi.org.in</a> / <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>	<b>16.08.2024</b>
Last Date For Submission of Tender	<b>17.09.2024 up to 4.30 PM</b>
Opening of General & Technical Bid	<b>17.09.2024 at 4.45 PM</b>
Opening of Financial Bid	<b>23.09.2024 at 3.45 PM</b>

By Orders of Executive Director, CMGI

Procurement Officer

## **INDEX**

<b>Sl. No.</b>	<b>Section</b>	<b>Description</b>	<b>Page</b>
1.	Section-I	Instruction to Bidders & Eligibility Criteria	3 - 5
2.	Section-II	Scope of the Work	6 - 6
3.	Section-III	Schedule of Requirement	7 - 7
4.	Section-IV	General Terms and Conditions	8 - 16
5.	Section-V	General & Technical Bid	17-24
6.	Section-VI	Application Process	25
7.	Section- VII	Bid Submission Checklist	27
8.	Section-VIII	Service Agreement Format	28-34
9	Section- IX	Performance Bank Guarantee (PBG) Format	35
10	Section- X	Other Terms and Conditions	36

## SECTION-I

### Instruction to Bidders

#### A. General Information:

1. Centre for Modernizing Government Initiative (CMGI) requires the service of reputed, well established, financially sound and registered Service Providers towards providing services of **Project Assistants** like software development, technical support to various projects, technical training on HRMS, LMS, E-Office, etc. in Centre for Modernizing Government Initiative (CMGI) and other routine jobs by deploying adequately trained and disciplined man power at the Centre for Modernizing Government Initiative (CMGI) as per the requirement.
2. The role of the PA to Executive Director will be responsible for the following works.
  - a. Taking dictation from the Executive Director, Draft notes, letter orders, Orders;
  - b. Maintaining EDs appointment schedule by planning and scheduling meetings, conference;
  - c. Undertaking the task of receiving calls, take messages and routing clerical correspondence through the ED;
  - d. Maintaining diaries and making appointment the Executive Director;
  - e. Other assignments as and when directed by the Executive Director, etc.
3. The period of contract for providing the aforesaid service will be ideally 3 (three) years from the date of effectuation of the contract. The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
4. Estimated cost of contract for services of eight Project Assistants and one PA to Executive Director on outsourcing basis per annum will be Rs. 29,30,000/- excluding GST and service charges. Please refer page number 31, point 18 for detailed understanding. Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty thousand) only by Demand Draft / Bank Guarantee drawn from a scheduled bank in favour of "The Executive Director, Center for Modernizing Government Initiative" should be submitted by the bidder. However, the MSME guideline for submission of EMD will be followed. The bidder registered under MSME should submit relevant document w.r.t. their MSME registration. Page No. 31 may be referred for detail financial implication of the tender.

## Eligibility criteria :

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The Bidder should be a company registered under the Indian Companies Act 1956 or Partnership firm registered under Indian Partnership Act. The word “company” here includes registered company or partnership/ proprietorship firm.	Certificate of Registration.
2	Should have experience in providing “Technical (B. Tech./BE/MCA) Manpower” and Graduation with Computer and Official Knowledge and services to any Government (State/Central/PSU) Organization. At least 5 (five) work orders/agreement/ MoU/etc. to that effect should have been issued in favour of the bidder during the last three Financial years (2020-21, 2021-22, 2022-23). Copies of the above to be submitted.	Copies of at least 5 work order from the previous authorities (clients).
3	The Registered Office/Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone/ Electricity Bill/Rent Agreement)
4	The agency must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 6 month.
5	The Bidder should have an average annual turnover of at least ₹ One Crore during the three Financial years (2020-21, 2021-22, 2022-23).	Scan copy of the statutory audit report/ Profit and Loss Account & Balance Sheets for the financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23). Unique Document Identification Number (UDIN) of the audit (CA) firm should be mentioned in the audit report/ Profit and Loss & Balance Sheets.
6	The bidder should not have been blacklisted / debarred by any Govt. of India / State Govt. /PSU organization.	An affidavit of appropriate value in Non-Judicial stamp paper should be submitted to this effect by the bidder as per the prescribed format

7	The agency must not have any pending judicial proceedings for any criminal offence against the proprietor/Director/Resources to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format.
8	Other Statutory Documents:	<p>Copies of :</p> <ul style="list-style-type: none"> <li>• PAN;</li> <li>• GSTIN : The bidder should be registered under Odisha GST (OGST).</li> <li>• Copies of EPF &amp; ESI;</li> <li>• Company (organization) Registration Certificate;</li> <li>• IT return for the last 3 assessment years (2020- 21, 2021-22, 2022-23);</li> <li>• Valid labour license;</li> <li>• GST Return till March, 2024;</li> <li>• ESI Return till March, 2024;</li> <li>• EPF Return till March, 2024.</li> </ul>

## **SECTION II**

### **SCOPE OF WORK**

#### **1. BACKGROUND**

Centre for Modernizing Government Initiative (CMGI) is a society under General Administration & Public Grievance (GA & PG) Dept., Government of Odisha with an objective to ensure better public services to the citizens by improving the service delivery mechanism adopting a comprehensive four-pronged approach through the use of information technology, building an enabling policy framework for service delivery, re-engineering the government processes and enhancing capacity of the human resources to manage a smart and modern citizen centric government.

#### **2. OBJECTIVES**

There is requirement of services of Project Assistants in outsourcing mode in CMGI. In this regard, CMGI proposes to engage an agency/firm for outsourcing of the services of Project Assistants to provide services like software development, technical support to various projects, technical training on HRMS, LMS, E-Office, etc. for Centre for Modernizing Government Initiative (CMGI) and other routine jobs as per the requirement.

#### **3. TIMING & WORKING HOURS**

Working days/hours for the outsourced Project Assistants and PA to Executive Director will be as per the timing of CMGI or the office where he/she is deployed to work.

#### **4. FACILITIES AND INPUTS TO BE PROVIDED BY CMGI**

Facilities: Required working space, furniture, internet facility, required software application and database for the Project Assistants will be provided by CMGI. The PA to executive Director will be provided required working space, furniture and internet facility.

### **SECTION III**

#### **SCHEDULE OF REQUIREMENT :**

#### **SKILL SET FOR PROJECT ASSISTANTS & PA TO EXECUTIVE DIRECTOR:**

<b>Designation</b>	<b>Academic Background/ Eligibility</b>	<b>Experience</b>
<b>Project Assistant</b>	<b>B.Tech./ B.E. (Comp. Sc./ IT/Tel. Comm./ Electronics/ MCA with three years' experience</b>	<ul style="list-style-type: none"><li>• Knowledge in handling eGovernance / Office Automation projects</li><li>• Good Communication Skill</li><li>• Positive Mindset, willing to work beyond normal office hours</li><li>• Programming Knowledge in JAVA/PHP/.NET or any other programming language</li></ul>
<b>PA to Executive Director</b>	<b>Graduation in any Discipline along with Computer Knowledge with MS, WORD, EXECEL and Power Point with 5 years' experience in Government organization.</b>	<ul style="list-style-type: none"><li>• Taking dictation from the Authority, Draft notes, letters, Orders;</li><li>• Maintaining appointment schedule of the authority by planning and scheduling meetings, conference;</li><li>• Undertaking the task of receiving calls, take messages and routing clerical correspondence through the authority;</li><li>• Maintaining diaries and making appointment the authority;</li><li>• Other assignments as and when directed by the authority, etc.</li></ul>

**SECTION IV**  
**GENERAL TERMS AND CONDITIONS**

**General Conditions for Providing Services**

1. The selected manpower service provider shall provide services of required number of Project Assistants on outsourcing basis for software development, technical support to various projects, technical training on HRMS, LMS, E-Office, etc.
2. The selected manpower service provider shall provide services of one PA to the Executive Director on outsourcing basis for taking dictation from the Authority; Draft notes, letters, Orders; and other assignments as and when directed by the authority, etc.
3. The selected manpower service provider 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.
4. CMGI stands absolved for any liability on account of death or injury sustained by the agency/ firms personnel deployed during the performance of software development, technical support to various projects, technical training on HRMS, LMS, E-Office, etc. work and also for any damages or compensation due to any dispute between the agency/ firm and its personnel.
5. The Manpower Service Provider should not assign or sublet the work or any part to any other party in any form.
6. Any other terms & conditions, mutually agreed to prior to finalization of the work order shall be binding on the Agency/firm.
7. The selected Manpower Service Provider shall not, without CMGI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan sample of information furnished by or on behalf of CMGI in connection 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.
8. The Manpower Service Provider 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 in future.
9. 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 Employees Provident Fund and Employees State Insurance, wherever applicable.
10. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
11. 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.
12. The Manpower Service Provider should not claim any deposit / donation from the outsourced staffs (Project Assistants and/or PA to the Executive Director).
13. ESI & EPF of the employees should also be cleared by the Service Provider by the due



date.

14. Selection of the Project Assistants and PA to Executive Director shall be done in consultation with CMGI.

15. Payment Terms

16. No payment shall be made for partial work done. 100% payment will be made after 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 @ Nos of Project Assistants outsourced	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 the applicable TDS (Tax deduction at Source) as per the prevailing Income Tax, GST and any other prevailing laws. Payments shall be made in Indian Rupees. If for any reason, CMGI is dissatisfied with performance of the agency, 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 accordingly payment shall be deducted/ withheld.

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.

**16. Monthly Remuneration:** The agency has to ensure that the Project Assistants and PA to the Executive Director get their due fees/remuneration (of the month worked) on or before 7<sup>th</sup> of next month, i.e., a Project Assistant/PA to Executive Director having worked for the month of October 2024 should get her/his fee/remuneration on or before 7<sup>th</sup> November 2024. There should not be any deviation in the above understanding. This is to be noted that the service provider will submit the attendance sheet of the Project Assistants and PA to Executive Director along with the bill every month mentioning the number of days worked for the said month which will be verified by CMGI in order to process the exact remuneration amount. Release of remuneration/payment to the Project Assistants/PA to Executive Director should not be subject/ conditional to release of due payment to the concerned agency/vendor. Failing in the above condition will lead to termination of the work order and contract followed by blacklisting of the manpower service provider.

#### **17. Forfeiture of EMD**

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

- i. If the Firm withdraws the proposal before the expiry of the validity period.
- ii. During the evaluation process, if a Firm indulges in any such activity as it would jeopardize the process, the decision of CMGI regarding forfeiture of EMD shall be final and shall not be questionable under any circumstances.
- iii. If the Firm violates any of the provisions of the terms and conditions of the proposal.
- iv. In the case of a successful Firm, If the firm fails to:
  - Accept the work order along with the term & conditions.
  - Violates any of the conditions of this proposal or indulges in any such activities as would jeopardize the work.

## **Performance Security**

The successful selected manpower service provider shall be required to make a Security Deposit amounting to 5% 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 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 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 contract agreement / work order to the full satisfaction of the concerned authority. However, the MSME guideline for submission of Performance Bank Guarantee shall be followed.

### **18. Schedules of Deliverables**

Providing services of Project Assistants and PA to the Executive Director. CMGI on outsourcing basis to CMGI.

### **19. Termination 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 make a Security Deposit amounting to 5% 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. If the selected agency is unable to submit the Performance Guarantee, then it will be disqualified from getting the work order.
- 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.
- If the firm fails to deposit ESI & EPF money of the Project Assistants and the PA to the Executive Director and submit the proof of the said deposit on monthly basis.
- If the performance of the agency is found to be not satisfactory.
- If the firm demands money/donation from any Project Assistants and the PA to the Executive Director outsourced for CMGI;
- If the firm delays in paying the monthly fee of last month to the Project Assistants as per schedule.

### **20. 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 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.

### **21. 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 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.

## **22. 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, it 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.

**23. Legal Jurisdiction :** All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

24. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of resources deployed. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.

25. Resources to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.

26. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any resource deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.

27. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.

28. The Service provider shall be solely responsible for compliance to the provisions of

various labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.

29. Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
30. The Service Provider shall maintain personal file in respect of all the resources who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
31. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the resources whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
32. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
33. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
34. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
35. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
36. In case of any loss caused to the Authority due to lapse on the part of the resource discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the resource deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.

37. In the event of any resource being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
38. In case of delay in providing required replacement, the amount of penalty calculated @ 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
39. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
40. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
41. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
42. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
43. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of CMGI or GA & PG Department.
44. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
45. The Service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
46. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
47. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

48. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
49. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the resources deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
50. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.
51. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and Authority.
52. The resources deployed by the service provider shall be required to report for work at 9.30 AM and leave office at 5.30 PM (with 30 minutes for Lunch Break) and may also be required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, any deployed resource remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
53. The resources deployed in the office will be called on holidays to attend duty if required in case of urgency for which he would not be paid any extra remuneration.
54. The entire financial liability in respect of manpower services deployed in CMGI shall be that of the Manpower Service Provider and the CMGI will no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the resource deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by CMGI.
55. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to resources deployed. CMGI shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed resource are not attended to by the Manpower Service Provider, the deployed resource can place their grievance before a Joint Committee consisting of a representative of CMGI and an authorized representative of the

Manpower Service Provider.

56. The resources (Project Assistants and PA to the Executive Director) deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
57. In case of termination of this Agreement on its expiry or otherwise, the resources deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
58. The resource deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office. Undertaking from the resource deployed to this effect shall be required to be submitted by the manpower Service Provider at the time of commencement of such deployment.
59. The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
60. The resources deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. They shall not commit any mischief in any form with the case records, documents, registers and files of the organization. In view of this, they shall be required to maintain confidentiality and breach of this condition shall make the Manpower Service Provider as well as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.
61. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the Rules and Regulations in the matter. Attested Xerox copies of such documents shall be furnished to CMGI as and when required.
62. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of CMGI or any other authority under law.
63. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules, GST Act/Rules, as amended, from time to time and a certificate

to this effect shall be provided by CMGI.

64. Any outsourced resource deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.
65. In case of successful tenderer, the Earnest Money Deposit of Rs. 60,000/- (Rupees Sixty thousand only) will be adjusted towards Performance Security Deposit (P.S.G) and the Service Provider will deposit balance amount towards Performance Security Deposit (PSD) on his request before execution of Agreement for providing manpower.
66. Please Note : Clause page no. 110, Clause 264, iv of Odisha General Financial Rules, 2023, which says, ***“The minimum rate of service charge shall be 3.85% (3% profit plus transaction charge). The procuring entity may also fix the service charge above 3.85% with proper justification, whenever required, provided that the service charge should not exceed 7% in any case.”*** Therefore, bidders quoting service charges less than 3.85% shall not be considered and their bids shall be rejected.
67. The minimum service charges per-person (Project Assistant) per-month should be Rs.1,091/- and the maximum service charge per-person (Project Assistant) per-month should be Rs.1,984/-. The minimum service charge per-person (PA to Executive Director) per-month should be Rs.667/- and the maximum service charge per-person (PA to Executive Director) per-month should be Rs.1,212/-. Bidders quoting less than the minimum service charge as above shall be disqualified. Page No. 23 may be referred for the above details.



## **SECTION – V**

(To be furnished in the General & Technical Proposal)

### **TENDER SUBMISSION FORM**

(On the letterhead of the firm)

(Location: Date)

To,

Executive Director,  
Centre for Modernizing Government Initiative (CMGI),  
A2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar,  
Bhubaneswar, Odisha, India, Pin : 751007.

Tender Ref. No. CMGI/ PCU/Tender/PA TO ED & PA/2024/862/1050, Dated.23/08/2024

Dear Sir,

We, the undersigned, offer to provide the services of “Project Assistants and PA to Executive Director” on outsourcing basis. We are hereby submitting our Proposal, which includes this General & Technical and Financial bid in 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 as per the work order to be issued in our favour, subject to the modifications resulting from the decision you may subsequently carry out. 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.

I hereby declare that my company/organization has not been debarred/ blacklisted 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.

Yours sincerely,

Authorized Signatory (In Full and initials)\_

Name and Title of Signatory :

Name of Firm:

Address:

### General Details of Bidder

1.	Name of the Bidder	
2.	Details of Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director/ Proprietor/Partner	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		Fax No.:
		E-mail address:
5.	Full Address of Operating/Branch Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
6.	Name & telephone number of the authorized resource signing the bid	Name and Designation:
		Mobile Number:
7.	Bank Name of the Service provider	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10	E.P.F. Registration No. (Attach self attested copy.)	

11	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12	Authorization letter for signing of the bid documents	
13	Acceptance to all the terms & conditions of the tender(Yes/No).	
14	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
15	Kindly mention the total number of pages in the tender document.	

**16. Financial Turnover of the bidder for the last 03 financial years.(\*)**

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
2020-21		
2021-22		
2022 - 23		

*\*As on Dt. 31.03.2023(Copies of Audited Statement for the concerned period)*

**17. Details of the similar type service provided by the bidder in last 03 years:**  
*(Attach separate sheet, if required)*

Sl. No.	Period	Name of Client with Complete Address & Fax no	Type of services provided with detailsof manpower deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						

Date

Signature of Authorized resource with seal

Place

Full name

Mobile No. & E-mail ID

## Declaration

I,                Shri \_\_\_\_\_  
Son/Daughter/ Wife of Shri \_\_\_\_\_, Proprietor / Director/  
Partner/ Authorized signatory of \_\_\_\_\_ (Name of the Service Provider),  
competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;

The information and documents furnished along with the tender are true and  
authentic to the best of my knowledge and belief. I am well aware of the fact that,  
furnishing of any false information / fabricated document would lead to rejection of  
our tender at any stage besides liabilities towards prosecution under appropriate law.

**(Signature of Authorized Representative with seal)**

Place: .....

Date: .....

### Enclosures:

1. Bid Document Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

**UNDERTAKING**

**[On the Stamp Paper of appropriate value in shape of affidavit from the  
Notary regarding non-blacklisting]**

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted/ debarred by any authority during the recent past.

Yours sincerely,

**Authorized  
Signature [In full  
and initials]**

**Name and Designation of the  
Signatory : Name of the Bidder and  
Address :**

**UNDERTAKING**

**[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]**

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Resources to be deployed by our company.

I/we further certify that Proprietor/Director/Partner to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

**Authorized  
Signature [In full  
and initials]**

**Name and Designation of the  
Signatory: Name of the Bidder and  
Address:**

(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)  
At least a list of 10 resources having minimum qualification of B.E./B.Tech./ MCA/ M.Tech./ Above to various Govt. (Central/State) Organizations / PSU Organizations during the 3 (three) financial years (2020-21, 2021-22, 2022-23) should be provided as per the following format.

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: \_\_\_\_\_



## **TECHNICAL BID EVALUATION**

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price** subject to fulfillment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.

## **SECTION – VI**

### **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 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.

**Please Note : The entire bid document should not exceed 75 pages.**

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

**Offline Submissions:** The bidder is requested to submit the following documents offline (i.e. physically) on or before 17.09.2024, 11.00 AM to Procurement Officer, Center for Modernizing Government Initiative, Centre for Modernizing Government Initiative (CMGI), A2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar, Odisha, India, Pin : 751007.

Ernest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty thousand) only by Demand Draft / Bank Guarantee in favour of “The Executive Director, Center for Modernizing Government Initiative” should be submitted by the bidder. However, the MSME guideline for submission of EMD will be followed. The bidder registered under MSME should submit relevant document w.r.t. their MSME registration.

**SECTION – VII**  
**BID SUBMISSION CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
1	Scan copies of Certificate of Registration as the proof of the Bidder should be a company registered under the Indian Companies Act 1956 or Partnership firm registered under Indian Partnership Act.		
2	Scan Copy of work orders/agreements/ MoUs/ completion certificates to show that the bidder has obtained at least 5 (Five) work orders/agreements/MoUs/ completion certificates (of supplying services of technical manpower having minimum qualification of B.E./B.Tech./ MCA/M.Tech./Above to various Govt. (Central/State) Organizations / PSU Organizations during the 3 (three) financial years (2020-21, 2021-22, 2022-23).		
3	Valid address proof of the office (Copy of the Telephone/ Electricity Bill/Rent Agreement)		
4	Scan Copies of the pass book and transaction statement for the last 6 month to show that the agency has its own bank account in any scheduled bank situated in Odisha		
5	Scan copy of the statutory audit report/ Profit and Loss Account & Balance Sheets for three financial years (2020-21, 2021-22, 2022-23). Unique Document Identification Number (UDIN) of the audit (CA) firm should be mentioned in the audit report/ Profit and Loss & Balance Sheets.		
6	An undertaking to this effect to be furnished by the bidder as per the prescribed format to show that the bidder has not been blacklisted / debarred by any Govt. of India / State Govt. /PSU. A self-declaration to that effect should be enclosed.		
7	Scan Copy of EMD		
8	Scan Copy of PAN		
9	Scan copy of GSTIN (Issued from Odisha GST Authorities)		
10	Scan Copies of Income Tax return for the last three Assessment Years (2020-21, 2021-22, 2022-23)		
11	Scan Copy of Valid EPF & ESI Certificate		
12	Scan Copy of GST Return for March 2024		
13	Scan Copy of EPF & ESI Return for March 2024		
14	Scan Copy of Labour License		
15	Duly filled in Technical Bid		
16	An undertaking to this effect to be furnished by the bidder as per the prescribed format to show that the bidder do not have any pending judicial proceedings for any criminal offence		
17	Resource Details as per the prescribed format		
18	Authorization certificate in favour of the resource signing the bid on behalf of the bidder.		

**Authorized Signatory [In full and initials]:** \_\_\_\_\_  
**Name and Designation with Date and Seal:** \_\_\_\_\_

## **SECTION – VIII**

### **SERVICE AGREEMENT**

**(To be made on Rs. 100.00 Non Judicial Stamp Paper)**

### **SERVICE CONTRACT AGREEMENT**

This Agreement is made on this **XX day of XXXX 2024** between Centre for Modernizing Government Initiative (CMGI), having its office at A-2, 1st Floor, Toshali Bhawan, Satyanagar, Bhubaneswar, 751007, here-in-after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

**And**

M/s XXXXXXXXXXXX Pvt. Ltd., Plot No. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, here-in -after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the Authority desires that the services of “**eight (8) numbers of Project Assistants and one (01) PA to Executive Director**” are required by CMGI;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the provisions of the agreement.

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider.

**NOW THIS AGREEMENT WITNESS AS BELOW:-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by CMGI (Authority) to the M/s XXXXXXXXXXX Pvt. Ltd. (Manpower Service Provider), hereby agrees with the “Authority” to provide services of **“eight (8) numbers of Project Assistants and one (1) PA to the Executive Director, CMGI ”** are required by CMGI in Conformity with the provisions of Terms & Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner as the approval for the Project Assistants.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid from XX.XX.2024 to XX.XX.2027 for providing services of **“ eight (8) numbers of Project Assistants and one (1) PA to the Executive Director, CMGI ”** from XX.XX.2024 to XX.XX.2027.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed and have here unto set their respective hands and seals on the day and year first written above.

**Signature of the Officer  
Authorized to sign on behalf of  
M/s XXXXXXXXXXX Pvt. Ltd.**

**Signature of the Officer to sign on  
behalf of Centre for Modernizing  
Government Initiative (CMGI)**

**In the presence of witness:-**

**Witness**

1. Name.....

Address.....

2. Name.....

Address.....

**Witness**

1. Name.....

Address.....

2. Name.....

Address.....

**GENERAL TERMS AND CONDITIONS**

1. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of resources deployed. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any resource deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
3. The Service Provider shall exercise adequate supervision to ensure performance of resources deployed to provide the services in accordance with the requirements.
4. The Service provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to resources to be deployed by it at the Authority’s location.
5. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of resources deployed for the purpose.
6. The Service Provider shall maintain personal file in respect of all the resources who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
7. The resources to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the resources whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
8. The Service Provider will also ensure that the resources deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower that are not found suitable by this office for any reasons immediately on receipt of such a request.
9. The Service provider shall ensure that the resources deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
10. CMGI shall not be liable for any compensation in case of any fatal injury/death caused to any resources while performing/discharging their duties or otherwise.
11. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the

police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.

12. In case of any loss caused to CMGI due to lapse on the part of the resource discharging duties, the same shall be borne by M/s XXXXX Pvt. Ltd. CMGI shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the resource deployed by M/s XXXXX Pvt. Ltd. CMGI shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
13. In the event of any resource being on leave/absent, M/s XXXXX Pvt. Ltd. shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, M/s XXXXX Pvt. Ltd. is liable to provide the suitable replacement within 3 working days.
14. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
15. There would be no increase in service charge rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to CMGI for records.
16. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
17. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the CMGI.
18. This service contract agreement for outsourcing of 8 numbers of Project Assistants and 01 PA to Executive Director will be governed by the schedule of price and the terms and condition Mentioned as follows.

<b>Manpower Type</b>	<b>Monthly Remuneration fee including employee share towards EPF &amp; ESI Per person (Rs)(A)</b>	<b>Employer Share towards EPF @13% on Rs.15,000/- (Rs) (B)</b>	<b>Employer Share towards ESI @3.25%</b>	<b>Service Charge @ (Rs) (C)</b>	<b>Total Amount (A + B + C)</b>
<b>Project Assistant</b>	<b>Rs.26400/-</b>	<b>Rs.1,950/-</b>	<b>Nil</b>		<b>Rs. 28,350/-</b>
<b>PA to Executive Director</b>	<b>Rs.14,900/-</b>	<b>Rs.1,937/-</b>	<b>Rs.484/-</b>		<b>Rs.17,321/-</b>

(Please Note : The above prices are exclusive of GST. GST will be paid extra as per the Government Rules. If in future the Government revises the remuneration of the Project

Assistants, the service provider will accordingly revise its remuneration to the Project Assistants, which shall be reimbursed by CMGI without any change in the service charges)

19. The Service Provider will have to deposit the remuneration of the deployed resources for the concerned billing period in their respective bank account through online transfer.
20. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of CMGI or Administrative Department.
21. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
22. The Service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
23. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
24. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
25. All disputes shall be under the jurisdiction of the court at Bhubaneswar.
26. All terms and conditions of the work order vide no. CMGI/ PCU/Tender/PA TO ED & PA / 2024/862/\_\_\_\_\_, DATE : XX.XX.2024 shall be applicable to this agreement. This work order can be extended or terminated based on the requirement of CMGI or performance of M/s XXXXX Pvt. Ltd.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. CMGI will have no liability towards non-payment of remuneration to the resources deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to CMGI while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.
30. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by CMGI and M/s XXXXX Pvt. Ltd.



31. CMGI, at present, has tentative requirement of services of “Eight Project Assistants and One PA to Executive Director” on outsourcing basis. The requirement of CMGI may further increase or decrease, even during the period of initial contract and the agency would have to provide additional services, if required, on the same terms and conditions of the agreement/work order. In case of decrease in the numbers of outsourced Project Assistants and PA to the Executive Director, M/s XXXXX Pvt. Ltd. should be ready to supply of services of Project Assistants as per the requirement.
32. The outsourced Project Assistants and PA to the Executive Director deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 5.30 PM and may also be required to work beyond 5.30 PM for which he/she would not be paid any extra remuneration. In case, any outsourced Project Assistants remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
33. The outsourced Project Assistants and PA to the Executive Director may be called on holidays to attend duty if required in case of urgency for which he would not be paid any extra remuneration.
34. The entire financial liability in respect of outsourced Project Assistants and PA to the Executive Director in CMGI shall be that of the Manpower Service Provider and the CMGI will in no way be liable. It will be the responsibility of M/s XXXXX Pvt. Ltd. to pay to the outsourced Project Assistants and PA to the Executive Director the sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by CMGI.
35. M/s XXXXX Pvt. Ltd. shall be solely responsible for the redressal of grievances or resolution of disputes relating to resources deployed. CMGI shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the outsourced Project Assistants and PA to the Executive Director are not attended by M/s XXXXX Pvt. Ltd., the outsourced Project Assistants and PA to the Executive Director can place their grievance before a Joint Committee consisting of a representative of CMGI and an authorized representative of M/s XXXXX Pvt. Ltd.
36. The resources deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
37. In case of termination of this Agreement on its expiry or otherwise, the resources deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
38. The resource deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office.
39. The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund

- Authorities, Employees State Insurance Corporation etc. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
40. The outsourced Project Assistants and PA to the Executive Director shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. They shall not commit any mischief in any form with the judicial case records, documents, registers and files of the Tribunal. In view of this, they shall be required to maintain confidentiality and breach of this condition shall make the Manpower Service Provider as well as the outsourced Project Assistants and PA to the Executive Director liable for penal action under the applicable laws besides, action for breach of contract.
  41. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the Rules and Regulations in the matter. Attested Xerox copies of such documents shall be furnished to CMGI as and when required.
  42. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to CMGI.
  43. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act / Rules, GST Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by CMGI.
  44. Any outsourced Project Assistants and PA to the Executive Director can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.

**Section - IX**

**PERFORMANCE BANK GUARANTEE FORMAT**

**To**

Executive Director,  
Centre for Modernizing Government Initiative (CMGI),  
A2, 1<sup>st</sup> Floor, Toshali Bhawan, Satya Nagar,  
Bhubaneswar, Odisha, India, Pin : 751007.

**WHEREAS** \_\_\_\_\_ (Name and address of the Service Provider) (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to undertake service .....;..... (description of services) (herein after called “**the contract**”).

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the Service Provider such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ year. Our branch at \_\_\_\_\_ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_ branch a written claim or demand and received by us at our \_\_\_\_\_ branch on or before Dt \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
(Signature of the authorized officer of the Bank)  
Name and designation of the officer

.....  
Seal, name & address of the Bank & Branch

## **Section - X**

### **OTHER TERMS AND CONDITIONS**

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1. In case of increase or decrease in the rate of GST, the billing will be changed proportionately as per the Government norms. GST will be charged extra on bill by the agency as per the government norms. 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.
2. In case of increase or decrease in the rate of the remuneration/fee/statutory dues etc., the billing will be changed proportionately as per the Government norms.
3. The selected bidder has to adhere to the change/amendment in the Government/CMGI decision 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 (2020-21, 2021-22, 2022-23) will be taken into consideration. In such case, the bidder having highest annual turnover will be awarded the order to provide services of Project Assistants and PA to Executive Director.
5. The monthly 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.
6. CMGI may increase/decrease the requirement of Project Assistants and PA to the Executive Director time to time. But the price as quoted above shall be valid for next 3 years.
7. However, the work order can be cancelled, if the performance of the agency and the Project Assistants and PA to Executive Director are found to be not satisfactory.
8. All statutory compliances related taxes, GST, ESI, EPF and Labour laws etc. will be the sole responsibility of the agency.
9. On issue of the work order, the selected agency should make a security Deposit amounting 5% of the work order value towards Performance Guarantee in the form of a Bank Guarantee issued by any nationalized bank of India favoring "Executive Director, CMGI", payable at Bhubaneswar within one week of issue of the work order, failing which the L2 bidder will be offered the work order in L1 price. However, the MSME guideline for submission of EMD will be followed. The bidder registered under MSME should submit relevant document w.r.t. their MSME registration.

Signature of authorized person with Seal