



CENTRAL ADOPTION RESOURCE AUTHORITY

(A Statutory Body of Ministry of Women & Child Development)


Government of India

West Block-8, Wing-II, 2nd Floor,
R.K. Puram, New Delhi- 110066

TENDER NOTICE

Central Adoption Resource Authority (CARA), invites Sealed tender from well reputed, experienced & financially sound Manpower Companies / Firms / Agencies for providing **Technical Staff for CARINGS** in CARA on hiring basis. Interested agencies firms may submit their Tender Documents available on CARA's website: www.cara.nic.in, latest by **3.00 P.M. on 27th March' 2018**, in the Tender Box kept at Reception on 2nd Floor of CARA office. Chief Executive Officer (CARA) reserves the right to accept or reject any of the Tender without assigning any reason therefor.

Administrative Officer (CARA)


१४/४

एस. के. गुप्ता / S. K. GUPTA
लेखा अधिकारी-कारा / Accounts Officer-CARA
महिला एवं बाल विकास मंत्रालय
Ministry of Women & Child Development
भारत सरकार / Government of India
पश्चिमी खण्ड-8, विंग-2, द्वितीय तल, आर.के. पुरम
West Block-8, Wing-2, 2nd Floor, R.K. Puram
नई दिल्ली / New Delhi-110066

Notice Inviting Tender

Tender Document for hiring of Technical Staff for CARINGS in CARA

Central Adoption Resource Authority (CARA), a Statutory Body of Ministry of Women & Child Development invites SEALED TENDERS under Two Bid System i.e. Technical Bid and Financial Bid from well reputed, experienced and financially sound Manpower Companies /Firms/Agencies having valid license under Contract Labour (Regulation and Abolition) Act, 1970, registered with EPFO, Etc.

2. Service Tax Registration for providing Technical Manpower to perform duties in the Office of the, Central Adoption Resource Authority, West Block- 8, Wing II, 2nd Floor, R.K. Puram, New Delhi-110066 for an initial period of one year from the date of contract.

3 Tender documents shall be accompanied by a Demand Draft/Banker's Cheque for **Rs.1,00,000/-(Rupees One Lakh only)** drawn in favour of the '**Central Adoption Resource Authority**' payable at New Delhi towards the Earnest Money of the tender documents.

4. The tender documents along with instructions and terms & conditions can be downloaded from the web site **www.cara.nic.in**. The interested and eligible Company/Firm/Agency may submit their tender documents complete in all respect along with Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakh Only)** and other requisite documents by **3.00 P.M on 27th March' 2018** in the Tender Box kept in the office (2nd Floor) of Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram, New Delhi-110066. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

5. The Tender documents will be opened on 3.30 p.m. on **27th March' 2018** Those willing to be present may do so.

6. The Chief Executive Officer (CARA) reserves the right to amend / withdraw any of the terms and conditions in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Central Adoption Resource Authority, West Block 8, Wing II, 2nd Floor, R. K. Puram, New Delhi-110066 in this regard shall be final and binding on all.


(Richa Ojha)
Administrative Officer
Richa Ojha
Admn. Officer-CARA
Ministry of Women & Child Development
Government of India
West Block-8, Wing-2, 2nd Floor, R.K. Puram,
New Delhi-110066

Part-I

ELIGIBILITY AND QUALIFICATION CRITERIA TO BE MET BY THE AGENCIES FOR PERFORMING THE REQUIRED WORK/SERVICE

A) General Requirements for the Tendering Company/Firm/Agency :

- i. The office of the Central Adoption Resource Authority, New Delhi initially requires the services for a period of one year from the reputed, well established and financially sound Manpower Company / Firm / Agency, which may be extended or curtailed depending upon satisfactory service for providing manpower to perform Technical skilled jobs.
- ii. CARA, however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected service manpower providing Company / Firm / Agency. In extending contract beyond initial period i.e. one year, discretion of CARA will be final.
- iii. **The tendering organisation is required to enclose photocopies of the following documents, duly attested by the authorised signatory of the bidder:- (Required to be enclosed with the technical bid.)**

Documents Required with the Technical Bid
PAN/GIR No. (Attach attested copy)
Service Tax Registration No. (Attach attested copy)
E.S.I. Registration No. (Attach attested copy)
Documents showing completing at least one service of value not less than Rs. 1crore related to providing IT Services which includes Human Resource in a Single Contract. (Original)
Details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs/Government Departments during the last two years.(Attach attested copy)
Agency is / has not been black listed by Centre / State Government / PSU (Attach attested copy)
Number of similar assignments; Manpower provided to public/private/PSU in last 5 years by the Agency (Attach attested copy)
Certified document in support of financial turnover of the agency. (Attach copies of the last 3 years Audited Balance Sheet & Turnover Certificate duly certified by a Chartered Accountant.)

B) Technical requirements for the tendering company/firm/agency:

The Service Provider tendering Company/Firm/Agency should be fulfilling the following Technical specifications:-

- The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be located within the National Capital Territory of Delhi only.
- The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.
- Service Provider Company/Firm/Agency should have at least five years' experience in providing Technical manpower to private and/or public sector Company/ Banks and Government Departments, etc.
- Service Provider Company / Firm / Agency should have its own Bank Account with the Scheduled commercial bank.
- Service Provider Company/Firm/Agency should exist on the records of Income Tax and Service Tax Departments.
- Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Acts.
- The Service Provider Company/Firm/Agency should have completed at least one service contract of value not less than 1 Core in last two financial year.
- The Service Provider Company/Firm/Agency must have a turnover of more than Rs. 10 Crore per annum during the last three financial years.
- The Service Provider Company must not have been at any time declared as insolvent or black-listed or convicted for any offence by any Authority or have any pending disputes / litigation against him. CARA reserves the right to verify the credentials of the bidder.
- The Evaluation Committee will be constituted by the Office to evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference, applying due criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal, and particularly the criteria or sub criteria or if it fails to achieve the minimum technical score.
- Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores. Financial Proposals shall be taken up of only those agencies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter


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these Financial Proposals shall be opened, and the total prices read aloud and recorded.

- Preference will be given to the bidder having ISO 9001:2015 & ISO 27001 certifications.
- The firm achieving the highest combined technical and financial score will be invited for negotiations, subject to the discretion of office of the CARA, New Delhi. Criteria, Sub-criteria, and point system for the evaluation of Full Technical proposals are:

No.	Particulars of Technical Manpower providing company/agency/firm	Points Max-100
1	<p>Length of Experience in Deployment of Technical Manpower for Gov/PSU Private Sector (Copy of work order and work completion certificate to be attached).</p> <ul style="list-style-type: none"> ○ More than 5 Years' Experience =20 ○ 02-05 Years of Experience=15 ○ Less than 2 Years=5 	20
2	<p>Client Profile: Number of Government Organization/PSUs Presently Serving (List of client to be enclosed with Technical Bid)</p> <ul style="list-style-type: none"> ○ 07-08 Client=20 ○ 05-06 Client=15 ○ 03-04 Client=10 ○ 01-02 Client= 05 ○ Less than 1 Client=0 	20
3	<p><u>Certification:</u></p> <ul style="list-style-type: none"> ○ ISO 9001:2015=5 ○ ISO 27001= 7.5 ○ ISO 9001:2015 & 27001 Both=10 	10
4	<p><u>Turn Over:</u></p> <ul style="list-style-type: none"> ○ 10 to 20 Crore= 10 ○ 20 – 30 Crore= 15 ○ More Than 30 Crore= 20 	20
5	<p><u>Manpower:</u></p> <ul style="list-style-type: none"> ○ 150-250= 5 ○ 250-350=7.5 ○ More than 350= 10 	10

6	<u>Govt. Single Order Value (In last 2 Years)</u> <ul style="list-style-type: none"> ○ 10 to 30 Lacs= 10 ○ 30 – 1 Crore= 15 ○ More Than 1 Crore= 20 	20
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The minimum Technical Score (St) required to pass is: 80 Points out of 100

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

St is the Technical Score which will be as per respective bidders technical score

The weight given to the Technical and Financial Proposals are,

Technical (T) = 0.8, and Financial (P) =0.2

The Final Bid Value will be as follows

FBD (final bid Score) =0.8 X St X Sf

Financial Bid Score of specific Bidder.

Part-II

SCOPE OF WORK

- The contract is likely to commence from the date of acceptance and shall continue for a period of one year, unless it is curtailed or terminated by CARA owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work, insubordination and dereliction of duty.
- The contract shall automatically expire after completion of a period one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Office in writing.
- The contract may be extended, on the same terms and conditions or with some addition /deletion/ modification' for a further period not exceeding one year or as decided by the parties to the contract.
- The requirement of CARA may further increase or decrease during the period of contract and the contracting agency would have to provide additional manpower, if required on the same terms and conditions.
- The manpower employed by the Agency shall be required to work as per the Office's working timings, i.e. from Monday to Friday from 09:30 AM. to 06:00 PM with a lunch break of ½ hour from 1:00 PM to 1:30 PM at times, the deployed manpower may be required to work on Saturdays, Sundays, Gazetted Holidays and beyond normal office hours on working days, in case of exigency of work.
- The persons deployed shall be required to report for work at 9:00 AM to the offices/ officers and would leave at 05:30 PM. In case, a person deployed is absent on a particular day or comes late/ leaves early on two occasions, one day's wage shall be deducted.

Key Personnel	Educational & Qualification	Experience
Technical Lead	MCA	<ul style="list-style-type: none"> Minimum 8 year of experience in IT. Strong Technical Background. Should Process ability of web and Mobile Application Development.
Sr. Software Developer	MCA	<ul style="list-style-type: none"> Minimum 6 year of experience in IT. Strong Technical Background. Should Process ability of web and Mobile Application Development.
Sr. Programmer	B.Tech	<ul style="list-style-type: none"> Minimum 5 year of experience in IT. Strong Technical Background. Should Process ability of web and Mobile Application Development.
Programmer	MCA	<ul style="list-style-type: none"> Minimum 5 year of experience in IT.
Asst. Programmer	MCA	<ul style="list-style-type: none"> Minimum 3 year of experience in IT.
Content Developer	B.Tech/MCA	<ul style="list-style-type: none"> Minimum 5 year of experience in IT.
Operation Manager	B.Tech/MCA	<ul style="list-style-type: none"> Minimum 3 year of experience in IT.
Operation Assistant	Graduate in any discipline with Certification (having computer operations certificate/diploma)	<ul style="list-style-type: none"> Minimum 2 year of experience in IT.
Office Assistant	Graduate in any discipline with Certification (having computer operations certificate/diploma)	<ul style="list-style-type: none"> Minimum 3 year of experience in IT.
Data Entry Operator	Senior Secondary with Data Entry speed of 8,000 PDPH.	<ul style="list-style-type: none"> Minimum 1 year of experience in IT.
Total Score: (Tender Evaluation Committee would Specially look in to the size of Human Resource Pool with the company and the capability of the said resources to commit for this.)		

The Company must submit CVs of their staff to be engaged for the said project showcasing their qualification Technical experience and Knowledge. Decision of Chief Executive Officer (CARA) to select or reject any candidate shall be final.

Part-III

INSTRUCTIONS TO THE BIDDERS

- Validity of Bids: 120 days from the date of opening of tender.
- The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super-scribing on the envelop accordingly. "Technical Bid" should be for providing manpower to perform Technical jobs to the office of the Central Adoption Resource Authority ,West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi-110066 and "Financial Bid" for providing cost of Technical manpower to perform Technical jobs to the office of the Central Adoption Resource Authority ,West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi-110066. Both sealed envelopes should be kept in a third large sealed envelope super-scribing "Tender for providing Technical manpower to perform skilled jobs to the office of the Central Adoption Resource Authority ,West Block -8, Wing II, 2nd Floor, R.K. Puram New Delhi-110066.
- **The Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One lakh Only)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Agency in the form of Demand Draft/Pay Order from any of the Scheduled Commercial Bank drawn in favour of **Central Adoption Resource Authority** valid for a period of 120 days. Bids not accompanied by earnest money of the requisite amount with proper validity will be summarily rejected.
- The successful tenderer will have to deposit a **Performance Security Deposit for a sum of Rs.2,00,000/- (Rupees Two Lakh only)** at the time of placing the work order within 15 days of the receipt of the formal order. The Performance Security Deposit will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Central Adoption Resource Authority or Fixed Deposit Receipt (FDR) from a Scheduled Bank made in the name of Service Provider Company/firm/Agency but hypothecated to the Address.
- The Performance Security Deposit **of Rs.2,00,000/- (Rupees Two lakh Only)** (subject to revision) should remain valid for a period of 380 days beyond the date of completion of all the contractual obligations of the agency.
- Bids through Fax/Mail/Conditions shall not be considered and will be out rightly rejected at the very first instance.
- All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the

Technical Bid Application must be initiated by the person authorized to sign the tender bids. **All the pages of the bid shall be serially numbered & signed by the authorized signatory in ink with rubber stamp of the agency.**

- The envelope containing Technical Bid shall be opened first on the scheduled date and time, at the address in the presence of the representatives of the Company/Firm/Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date and place to be notified later in presence of technically qualified contractors or their authorized representatives.
- **The competent authority in all process is the Chief Executive Officer , Central Adoption Resource Authority ,West Block-8, Wing II, 2nd Floor, R.K. Puram New Delhi- 110066 and reserves the right to annul any or all bids without assigning any reason.**
- The bidder shall quote the technical & financial bids as per the format enclosed at Annexure II & III.
- This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.

Part-IV

TERMS AND CONDITIONS OF THE CONTRACT

A. General:

- The tenderer will be bound by the details furnished by it to this office, while submitting the tender or at any subsequent stage. In case any of the documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract, making the tenderer liable for legal action besides the termination / cancellation of contract, legal action for damages at the sole discretion of the Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi 110066 and in such eventuality, the security amount tendered shall be liable to be forfeited.
- The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of this Office.
- Financial bids of only those tenderers who are declared qualified technically shall be evaluated by the tender committee.
- **The Office of the Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi 110066 reserves the right to terminate the contract at anytime without giving any notice.**
- The contracting Agency shall ensure that the manpower deployed in the office of Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi 110066 conforms to the eligibility conditions of age, educational qualification and any other qualification as specified in the contract.
- In case, the person employed by the successful Company/ Firm/ Agency performs any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons well as the contracting agencies including their removal from site of work, if required by the Office immediately after being brought to their notice.
- The service provider Company/ Firm/ Agency shall provide identity cards carrying the photograph of the personnel and their information including name, date of birth, designation and identification mark etc.
- The service provider shall ensure that any details of office, operational process, technical knowhow, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the office. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Office of the Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K.

Puram, New Delhi 110066, so that optimal services of the persons deployed by the agency could be availed without any disruption. However, the office Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi 110066 shall be fully competent and empowered to remove any indiscipline personnel / staff from its premises if his/ her behaviour is not up to mark, immoral and / or his /her presence is prejudicial / embarrassing to the department.

- The selected Agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.1,000/- per day (per such case) on the service providing Agency, besides deduction in payment on pro- rata basis.
- It will be the responsibility of the service providing Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Office and this Office will have no liabilities in this regard.
- For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Office. The persons deployed by the Agency in the office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Office of the Central Adoption Resource Authority, West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi 110066.
- The service providing Agency shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever as this office shall have no privatisation of contract with the work force.
- The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of this Office during the currency or after expiry of the contract. That any issue of pay, perks, statutory obligations , welfare schemes or monetary benefits / internal arrangements of the employees , their personal insurance (If any) shall be looked after by the contracting agency and the department will have no interference or liability of any nature in any manner whatsoever.
- In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity. In brief there shall be no privatisation of contract between the department and the individuals/work force provided by the service provider / contracting agency.

- The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency.
- Payments shall be made only to the contracting agency on monthly basis as per actual services. The contracting agency has to raise invoice in the first week of the next month for the services rendered in the month. The minimum wages rates must be required as per latest/revised order notified by the Ministry of Labour & Employment and should be remitted directly into workers bank account latest by 7th day of every month.
- The tender documents should also particularly specify the service charges commensurate with supervisory/administrative effort involved giving details of proposed services to be provided and charges thereof in an Annexure to the financial bid. The bids with "Nil" services charges will be rejected. The bidder should take care that the number, rate and amount should be written in such a way that interpolation is not possible. No column should be left blank which would make the tender liable for rejection.
- Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the Central Adoption Resource Authority.

B. Fraud and Corrupt Practices:

- The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Chief Executive Officer (CARA) may reject any application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of this Office as stated herein above, if an applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case maybe.
- For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to then:

- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authorization (LOA) or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the project or the LOA or the agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

C. Legal :

- The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees State Insurance and other labour laws etc. in respect of the persons deployed by it in this Office as this office has no privities of contract with the employees.
- The Service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Office of the Central Adoption Resource Authority, West Block 8, Wing II, 2nd Floor, R.K. Puram New Delhi 110066 to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.

- The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act 1961, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Office is put to any loss,/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

D. Financial:

- The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable (without interest), of Rs1.00,000/- (Rupees One lakh only) in the form of Demand Draft/ Pay Order drawn in favour of Central Adoption Resource Authority, New Delhi "failing which the tender shall be rejected out rightly.
- The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. EMD of successful bidder shall be returned only after signing the contract and depositing the Performance Bank Guarantee. Further, if the Agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice to the agency.
- The successful tenderer will have to deposit a **Performance Security Deposit for a sum of Rs. 2.00,000/- (Rupees Two Lacs Only)** at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Central Adoption Resource Authority, New Delhi or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/ Firm/ Agency but hypothecated to CARA.
- The performance security deposit should remain valid for a period of 380 days beyond the date of completion of all the contractual obligations of the supplier. The Authority shall not pay any interest on the Performance Security Deposit.
- In case breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

- The Agency shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced manpower has been deployed in the first week of the succeeding month. The concerned office/officer will send the bills duly verified to the Address for sanction and payment as far as possible the payment will be released after receipt from the Accounts Officer, Address.
- The Claims in bills regarding Employees State Insurance, Employees Provident Fund, Service Charges and Service Tax, etc. if any should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this office.
- The Office of the Central Adoption Resource Authority ,West Block 8, Wing II, 2nd Floor, R.K. Puram New Delhi 110066 reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

E. Payment Terms & Schedule:

- a) The payment to the agency will be made on monthly basis depending upon the actual duration of the support services rendered at CARA/Client office after availing service.
- b) In case of a milestone based assignment, the payment to the agency shall be made after completion of the milestone on the basis of actual man-month of services rendered for achieving the particular milestone.
- c) The agency will submit Pre-receipted bills in triplicate (having details of concerned work- order number, Date on monthly basis in the name of CARA, New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by CARA or the user-department/end-customer. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty/ other dues etc. if any.
- (d) Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- (e) TA/DA shall be payable directly by the client on production of travel documents in original and approval of CARA/User project head for undertaking such tour in project interest. However, no TA/DA is admissible for the deployment of agency resources on projects anywhere in India. Each work order will be considered a project and TA/DA should not exceed 15% of the work order value.


- (f) Service Tax would be paid extra as applicable from time to time.
- (g) It is the binding duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages and the documentary proof of the salary paid as per the terms and conditions of the empanelment may be asked to be submitted to CARA, whenever deemed necessary, for the processing of the bills.
- (h) In case the submission of monthly bills to CARA is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency so that CARA is not burdened unnecessarily with this amount/penalty etc.. The entire amount will be deducted from the payment due to respective agency.

F. Delivery of Services:

- (a) The empaneled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- b) The empaneled agency will plan and prepare time-chart for all the activities, in consultation with NICSI/User Department and ensure that the activities are performed within the specified time frames. From time to time NICSI/User Department will review the time frame requirements and will issue the work-order accordingly.
- c) The agency will devise the procedures to take proper backups of data to overcome any stoppage of service. In case of data loss for whatever reasons, it shall be the responsibility of the agency to restore the data from the backup within a maximum period of one day. However the agency will not be held responsible for the system failures, if any.
- d) To discharge its responsibility, the agency will deploy experienced resources with proven competence and rich working experience. They will have to replace any resource with unsatisfactory performance with immediate replacement as and when it is brought into their notice.
- e) The agency will strategize to deliver in high grades on all the obligations assigned to it. The agency will maintain the details of all activities undertaken by their deployed staff on current basis and will release periodic consolidated reports so that CARA/User Department carries good sense of all significant matters. The agency will contribute and assist in establishing sound procedures and effective controls over the activities addressed by NICSI or its clients.

G. Penalties:

- a) So whether the agencies get their personnel trained after receipt of the work order from CARA or in advance, the support service in response to a work order (viz the deployment of all the manpower resources mentioned in the work-order as per the date-of-joining mentioned against each in the work-order) should start as under:-
- i) Any unjustified and unacceptable delay in extending the support service as mentioned above will render the agency liable to pay Penalty Charges @1% per day of the total value (excluding Service Tax etc.) of that resource mentioned in the work-order for next 15 days, beyond which CARA will be free to cancel the work order and get the work done through alternate sources at the cost and risk of the defaulting agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.
 - ii) In order to avoid amendments in the work-orders, the empaneled agencies are advised not to deploy any resource after the expiry of its permissible time line including the applicable penalty period (viz **Date-of-joining plus 10 or 20 days as the case may be plus 15 days penalty period**); the concerned work-order will be automatically treated as restricted or cancelled for all the non-deployed resources.
 - iii) Further, in case the date-of-joining of any resource as mentioned in the work- order differs as per the actual-date-of-deployment but falls well within the permissible time line (viz **Date-of-joining plus 10 or 20 days as the case may be plus 15 days penalty period**) then also there is no requirement of any amendment in the work-order and the FROM and END date of that particular resource of the work-order will be automatically treated as amended based on the actual date-of- deployment & period of deployment.
- b) The agency staff would strive to render the support services to the satisfaction of CARA client within the time line agreed in consultation with CARA or its client. For three defaults on the time-frame, CARA will have the option to cancel the contract/agreement/work-order and forfeit the EMD/Security Deposit and get the work done through alternate sources at the cost and risk of the agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.
- (c) For this tender, there is no provision of any leave for the deployed personnel rendering the support services. In case a deployed person is granted a leave by the empanelled . agency or the deployed person remains on leave of their own or with the permission of user-department/end-customer or leaves the job in between (because of unsatisfactory performance or any other reason), then


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alternate equivalent resource is to be posted by the agency with immediate effect. CARA will not make any payment for the duration when the required services are not rendered by the appointed agency and in case no substitute has been deployed; the Penalty equivalent to 2 times of the per day cost of the hired services (for the next 10 days) shall be deducted from the respective monthly bill of the agency if the replacement has not been made within 2 working days. In case the empaneled agency does not provide any replacement of the resource even after 10 days of his/her leaving; the work-order will be automatically treated as restricted for the period equal to actual period of services rendered by the leaving resource.

- (d) It is the binding duty of the agency empanelled to regularly pay the deployed manpower their entitlements like monthly salaries/wages. CARA does not expect any employee related complaints to escalate to the organization where the support services are provided or CARA. A penalty of 1% of agency's billed value shall be applicable for the month in which such instance is brought to the notice of CARA.
- (e) For three instances of either cancellation of the work order or not accepting the work order, the empanelment will be cancelled and Security Deposit will be forfeited. Besides, the agency will be debarred from quoting for CARA tenders for the next three years.
- (f) The penalty will also be applicable on the misuse/damage of NICS/ its client equipment. NICS/User's decision on the quantum of penalty will be final and binding in such cases. Further, the penalty will be applicable for established negligence of a resource and not for the delay / damage otherwise.

H. Indemnity :

- (a) CARA stand indemnified of all legal obligations, past/present/future, the empanelled agency may have with its professionals.
- (b) CARA stand absolved for any liability on account of death or injury sustained by the staff deployed by the empanelled agency during the performance of the empanelment and also for any damages or compensation due to any dispute between the empanelled agency and its staff.
- (c) The empanelled bidder will indemnify CARA of any infringement of third party rights be they under the Patents Act or the IPR.

I. Confidentiality :

The empanelled bidder and their deployed personnel will not, either during the term or after expiration of this contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of CARA without the prior written consent of CARA.

J. General Terms & Conditions :

- (a) Consortiums are not allowed for the scope of this tender.
- (b) All the deployed requisite manpower by the empanelled agency for against various work orders as per the terms and conditions of the Tender must be a permanent employee of the organisation and no subcontracting is allowed.
- (c) The agency should have proven IT enablement through which NICSI should be provided access to view individual work order level details for the deployed manpower.
- (d) CARA may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for CARA's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. CARA reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- (e) In the event of the bidding company's or the concerned division of the company being taken over / bought over by another company, all the obligations under the agreement with CARA, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- (f) All panel agencies automatically agree with CARA for honouring all aspects of fair trade practices in executing the work orders placed by CARA.
- (g) The selected bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- (h) CARA will be free to allocate the work to any of the empanelled agencies.
- (i) Depending on the project needs, CARA may empanel more agencies at a later date from out of the technically qualified agencies who agree to match the L1 rates.
- (j) If during the evaluation process, no bidder is empanelled in a region for a particular domain, then CARA reserves the right to get the work done in that region for that domain from the agencies empanelled in other region for that domain at the empanelled rates of that bidder.
- (k) Agency should furnish copies of all appointment documents of the deployed manpower to CARA for its records from time to time

- (l) The empanelled agencies will be required to undertake the work in any part of India.
- (m) Work order will be placed on the empanelled bidder(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of CARA.
- (n) Objection, if any, to the Work Order must be reported to NICSI by the selected bidder within five (5) working **days** counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- (o) The manpower, duly authenticated by Aadhaar Numbers issued by UIDAI or Voter Card Id number (preferably Aadhaar), deployed by the agency for the Technical (Domain 1) and Management Support Services (Domain 2) should have successfully passed online proficiency test (60% marks), not earlier than 6 months from the date of deployment as per the Work Order, conducted by National Institute of Electronics & Information Technology (NIELIT) or any other organisation specified by NICSI.
- (p) The bidder will get the police verification done of the deployed manpower.
- (q) Retaining a candidate deployed by the agency shall be the prerogative of NICSI/User Department and no resource change shall be made without written consent of the concerned Project Coordinator.
- (r) For the manpower deployed, the bidder will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish these details/information to NICSI, as and when required. On NICSI projects only character verified resources would be deployed and it will be the responsibility of the bidder to verify the details of its deployed manpower.
- (s) The bidder shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labour legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such deployed manpower or the bidder will have no right or claim of any kind from NICSI or its clients.
- (t) Staff of the agency must carry Identity card issued by the agency while on duty at CARA or client site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.

- (u) CARA will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time as per the government rules and regulations.
- (v) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the deployed manpower shall be of the empanelled agency. CARA shall remain indemnified of any conflict of such nature arising between the agency and its employees. CARA may ask the empanelled agency to submit documentary proofs of such nature as and when need arises.
- (w) The selected bidder will provide escalation matrix for problem resolution.
- (x) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the tender document) have to be signed and stamped by the authorised signatory of the bidder.

K. Termination of Contract :

- CARA reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:
- In case CARA finds illegal use of connections, hardware and software tools that are dedicated to NICSI or its clients only.
- In case the empanelled agency is not paying salary continually for 2 months or three defaults in payment of salary in a year to the manpower against the work order as per the terms and condition of the tender. CARA may ask the empanelled agency to provide proof of salary transaction to the manpower deployed by them.
- In case the empanelled agency is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender.
- In case the empanelled agency is not providing benefits of PF/EPF, ESIC etc. to the manpower. In case the empanelled agency is not depositing TDS deducted from salary of the manpower to Income Tax Department.
- CARA reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 60 days' notice in writing:

L. Termination for Insolvency, Dissolution etc.

CARA may at any time terminate the contract by giving written notice to the qualified bidder without compensation to the qualified bidder, if the qualified bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NICSI.

M. Termination for Default :

CARA may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default sent to the empanelled agency, terminate the contract in whole or in part after sending a notice to the empanelled agency in this regard.

- a) If the empanelled agency fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by CARA, or
- b) If the empanelled agency fails to perform any other obligation under the contract.

N. Termination for Convenience :

CARA may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for CARA's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. CARA reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

O. Conditions for Termination :

- i) Upon occurrence of an event of default as set out in above clauses, either party will deliver default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- ii) At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

P. No Claim Certificate :

The qualified bidder shall not, be entitled to make any claim, whatsoever, against CARA or its clients under or by virtue of or arising out of this contract nor shall CARA or its clients entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of CARA or its client in such forms as shall be required by CARA after the works are finally accepted.

Q. Suspension :

(i) CARA may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension :

- Shall specify the nature of the failure and
- Shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

R. Force Majeure :

a) Force majeure clause will mean and be limited to the following in the execution of the contract / work-orders placed by CARA :

- War / hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

b) The agency will advise CARA in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the 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, CARA reserve the right to cancel the order without any obligation to compensate the agency.

S. Arbitration :

CARA and the agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work-order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to three arbitrators, one to be appointed by each party and the third

to be appointed by the Department of Electronics & Information Technology (DeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

T. Applicable Law :

- (a) The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- (b) The bidder and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of CARA without the prior written consent of CARA.

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

1.	Name of Tendering Company/Firm/Agency(Attach certificates of registration)			
2.	Name and address of proprietor/Director of Company/Firm/Agency			
3.	Full Address of Registered, Operating and branch office with Tel. No., FAX and EMail separately.			
4.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)			
5.	License No. of the Company/Firm/Agency issued by the office of Regional Labour Commissioner as per act.			
6.	PAN/GIR No. (Attach attested copy)			
7.	Service Tax Registration No. (Attach attested copy)			
8.	E.S.I. Registration No. (Attach attested copy)			
9.	EPF account No.			
10.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format and submit evidence in each of the client.			
	S.No.	Details of client along with address, telephone and fax numbers	Amount of Contract (Rs. In Crore)	Duration of Contract From
11.	Undertaking that the agency is / has not been black listed by Centre / State Government/ PSU (Attach copy)/No levy of penalty			
12.	Number of similar assignments; Manpower provided to Govt./private/PSU in last 5 years by the Agency(Attach Copy)			
13.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-IV)			
14.	Latest list of other clients where vendor is providing services at present.			
15.	Details of Earnest Money Deposited : DDNo: _____ Dated _____ Amounts: _____ Rs. Drawn Bank :			

**Signature of
authorized person
Name:
SEAL**

Date : _____ Place: _____

@Central Adoption Resource Authority

Page25


Richa Ojha
Admn. Officer-CARA
Ministry of Women & Child Development
Government of India
West Block-8, Wing-2, 2nd Floor, R.K. Puram,

DECLARATION

I, _____ Son _____ /Daughter _____
Wife of Shri _____ Proprietor/Director,
authorized signatory of _____
the company /Agency/ Firm, mentioned above, is competent to sign this declaration
and execute this tender document;

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

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

(Signature of authorized person)

Name: _____

Mob. No : _____

Company Seal

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing Technical Manpower in the office of Central Adoption Resource Authority ,West Block 8, Wing 2, 2nd Floor, R.K. Puram New Delhi -110066

Name of tendering Service Provider Company/ Firm/ Agency :

Details of Earnest Money Deposit: Amount :

D.D. / P.O & Date : Drawn on Bank :

BREAK-UP OF RATES

Sr. No	Project Cost Head	Quantity	Per Unit Resource Cost per Month(Rs.) including EPF & ESI	Service Charge Based on (BxC)	Grand Total Cost for One Year (Rs.)
	(A)	(B)	(C)	(D)	(E) =[(B)x(C) + (D)] x 12
1	Tech.Lead	1	65,000/-		
2	Sr. Software Developer	1	40,000/-		
3	Programmer	2	35,000/-		
4	Assistant. Programmer/ Software Developer	2	30,000/-		
5	Content Developer	1	35,000/-		
6	Operation Manager	6	30,000/-		
7	Operation Assistant/Data Entry Operator	1	20,000/-		
	Total	14			
Bid Value Excluding Tax					
Applicable Tax					
Grand Total Bid Value (Including Tax)					

Signature of authorized person

Full Name :

Seal :

Date:

@Central Adoption Resource Authority

Page27

Vinitha Jha / VINITHA JHA
 सहायक निदेशक-कारा / Assistant Director-CARA
 महिला एवं बाल विकास मंत्रालय
 Ministry of Women & Child Development
 भारत सरकार / Government of India
 प्लॉट-8, विंग-2, द्वितीय तल, आर.के. पुरम
 ब्लॉक-8, पुरम / New Delhi-110066

Annexure-IV

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(Declaration should be mentioned on a stamp cost of Rs.100/-)

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by the agreement entered with the Authority or Govt. of India , State Govt. and any other public-sector enterprises from time to time.
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.
- e) We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.

**Signature;
Name & Designation with office Seal**

---XXXX---