

Tender No. 07/2011
GOVERNMENT OF INDIA
National Commission for Protection of Child Rights
5th Floor, Chanderlok Building, 36-Janpath,
New Delhi- 110 001

F.No.:G-11018/01/2011-Admn./

Dated: 13 /12/2011

NOTICE INVITING TENDER

The National Commission for Protection of Child Rights, New Delhi (NCPCR) invites Sealed Tender from reputed and established firms at New Delhi for supply of manpower as mentioned in the document subsequently. The method of submission of tender, amount of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned in Annexure-I. The manpower to be supplied is listed specifications given in Annexure-II. The terms and conditions specific to the contract have been mentioned in Annexure-III and Annexure IV for Financial Bid to this Notice Inviting Tender (NIT). The schedule of tender is given as under.

2. Schedule of Tender

Last Date & Time of Receipt of Tender : 05th January 2012 upto 4.00 P.M.
Date & Time of Opening : 06th January 2012 at 4.00 P.M.

Venue: **National Commission for Protection of Child Rights, 5th Floor, Chanderlok Building, 36- Janpath, New Delhi-110 001.**

The Tenders complete in all respects duly signed with stamp of the firm on each page addressed to Member Secretary, NCPCR, New Delhi should be deposited in the tender box placed at Reception upto 4.00. P.M. on 05th January 2011. The tenders will be opened on 06th January 2012 at 4.00 P.M.. in the presence of the Tenderers who may like to be present at the time of opening of the tenders. In case, the last date for depositing the tender document are declared as a Public Holiday, the last date will be deemed to be the next working day.

Technical & Financial Bids be given in separate envelopes. Technical Bid in one envelope, Financial Bid in second envelope, EMD in third envelope and all these envelopes are to be put in Fourth envelope.

The tenders completed in all respect must in all cases be received in this office before the date and time indicated in the Schedule of Tender in para 2 above. The tenders received after the scheduled date and time will be rejected outright. The tenders may be sent to this office so as to reach before 05th January 2012 upto 4.00 P.M. This office will not be responsible for any postal delay. Only one tender should be kept in one cover. The tender received after the scheduled date and time will be not accepted.


(Lov Verma)
 Member Secretary

ANNEXURE-1

Tender No 07/2011
GOVERNMENT OF INDIA
National Commission for Protection of Child Rights
5th Floor, Chanderlok Building, 36-Janpath,
New Delhi- 110 001

GENERAL TERMS AND CONDITIONS

1. Parties:- The parties to the Contract are the contractor (the tenderer to whom the work / Service will be awarded) and the Government of India through the National Commission for Protection of Child Rights (herein after referred to as 'NCPCR' for and on behalf of the President of India.

2. Addresses:- For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter with supporting document (s) sent by registered post to the National Commission for Protection of Child Rights. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

3.1 Earnest Money of Rs. 80, 000/- (Rupees Eighty Thousands Only) in the form of Bank Guarantee/Demand Draft/Pay Order of any Nationalized Bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Bank Guarantee needs to be up to 6 (Six) months. The Bank Guarantee/Demand draft/Pay Order shall be in favour of NCPCR, New Delhi.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited by the Government.

3.4 The tenders without Earnest Money will summarily be rejected.

3.5 No claim shall lie against the Commission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in a sealed cover addressed to the undersigned within the deadline indicated in the Notice Inviting Tender (NIT).

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:

(a) A "sole proprietor" of the firm.

(b) A partner of the firm, if it is a partnership firm, in which case he must have the authority from all the partners by way of a Resolution duly signed by them to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership



either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished or stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Commission may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the NCPCR, if necessary.)

6. Bid:

6.1 The price quoted shall be firm and final for the entire contract period.

6.2 Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.

6.3 Terms of payment as stated in the Tender Documents shall be final.

6.4 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

7. Disclaimer:

The near relatives of employees of NCPCR are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

8. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

9. Validity of the Bids:

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

10. Opening of Tender:

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on

behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

11. Evaluation of Tender:

11.1 The technical bid / financial bids are to be opened in the presence of the tenderers / representative of the firm who may like to be present at the time of opening of the bids.

11.2 After evaluation of the Technical Bid, the Price Bid of those firms who qualify in the Technical Evaluation only will be processed for price evaluation. The date and time for opening the price bids will be intimated thereafter.

12. Right of Acceptance/Rejection of Tenders

12.1 The Member Secretary, an NCPCR reserve all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Member Secretary, NCPCR, in this regard shall be final and binding.

12.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

13. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender.

14. Security Deposit:

14.1 The successful Tenderer should convey his acceptance to the letter and furnish the Security Deposit @ 5% of the Annual Work Value (Rs.2,00,000/- (Rupees Two lakh only) in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt of any Nationalized Bank in favour of the National Commission for Protection of Child Rights, New Delhi within 7 days of issue of the letter. Security Deposit in any other form will not be accepted.

14.2 The Bank Guarantee can be forfeited by order of the Member Secretary, NCPCR in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the NCPCR sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

15. Terms of payment:

15.1 No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

15.2 The contractor shall submit the bill at the completion of the work for sanction of the amount of bill and passing the bill for payment.

15.3 All payments shall be made by cheque only.

15.4 The NCPCR shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

15.5 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

16. Ground of Termination of Contract:

Contract may be terminated on ground of:

- (a) Non-supply of competent manpower / staff (outsourcing staff) on short notice.

- (b) Non-replacement on immediate basis of non performing and non punctual staff as well as in the event of any staff whose integrated if found doubtful by NCPCR.
- (c) Non- payment of monthly remuneration (as fixed by NCPCR) to the staff by 5th of the following months.
- (d) Non-performed of statutory payment to be outsourcing staff to the EPFO & ESI in respect of him/her and non submission of documentary proof as proof the same as and when asked for by NCPCR.

17. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit shall be encashed.

18. Penalty:

- (a) In case of breach of any conditions of the contract and for all type of losses caused, Member Secretary, NCPCR shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the NCPCR.
- (b) The powers of the Member Secretary, NCPCR under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 12 above.

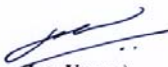
18. The tender is not transferable.

19. Arbitration:

19.1 The Member Secretary, NCPCR reserves the right to reject any tender at any stage without assigning any reason therefore. No correspondence whatsoever shall be entertained in this regard as the decision of Member Secretary is final and binding.

19.2 In case of any grievances in respect of the tender, you may write the Member Secretary, NCPCR, New Delhi.

19.3 If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by NCPCR. The arbitration proceedings shall take place at New Delhi or at such other place as decided by NCPCR. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.


(Lov Verma)
Member Secretary

ANNEXURE-II

Tender No. 07/2011
GOVERNMENT OF INDIA
National Commission for Protection of Child Rights
5th Floor, Chanderlok Building, 36-Janpath,
New Delhi- 110 001

PART-I

Parameters and Technical Specifications for executing the work

Sub: NIT for "Supply of Manpower"

S. No.	Position	Qualification
1.	Stenographer	(a) Graduate from recognized University/equivalent. (b) Proficient in Stenography & Typing with shorthand and typewriting speed of 80/44 words per minute. (c) Knowledge and experience of working on computer essential. (d) 10 years experience in dealing with senior officers in government.
2	Receptionist	(a) Graduate from recognized University/equivalent. (b) Diploma from recognized University /equivalent. © Knowledge of EPABX. (d) Communication Skill in English & Hindi (e) Knowledge of Basic Computer
3.	Clerk cum Data Entry Operator	(a) Graduate from recognized University/equivalent. (b) Proficient in Typing. (c) Good Knowledge and experience of working on computer. (d) Knowledge of drafting, noting and filling. (e) Experience minimum 2 years.
4.	Library Assistant	(a) Graduate from recognized University/equivalent. (b)Diploma in Library Science from recognized University /equivalent. (c) Knowledge of Basic Computer
5	Office Boy/Peon	(a) 10 th Pass from a recognized Board. (b) 2 year experience of working in an office.
6.	Security Guard	(a) 12 th Pass from a recognized Board. (b) 2 yrs. experience.
7.	Housekeeping staff	Nothing specific but person should be capable of performing his duties well.



Annexure-III

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The personnel engaged for the services in the NCPCR shall be the employees of the Contractor Placement Agency and will take their remunerations/wages from the later. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the NCPCR.
2. The Placement Agency shall make their own arrangement for commuting the personnel requisitioned, to the NCPCR's office.
3. The Placement Agency will furnish the particulars of the personnel deployed, including details like Name, Father's Name, Age, Photograph, Permanent Address, Identity/Permanent Proof etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NCPCR.
4. The Placement Agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of secretarial and other personnel.
5. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Placement Agency/Contractor and the NCPCR shall not be responsible for any such liability.
6. The Placement Agency/Contractor shall undertake to indemnify the NCPCR for any liability under any law arising out of the engagement of the said personnel.
7. The Placement Agency shall comply with all the rules and regulations regarding safety and security of its employees and the NCPCR will in no way be responsible in any manner in case of any mishap to their personnel.
8. The personnel provided shall be under the direct control and supervision of the Placement Agency/Contractor. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the NCPCR from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the NCPCR.
9. The Placement Agency/Contractor shall not sub-contract the services of personnel.
10. The Placement Agency/Contractor shall make payment of remuneration/wages to its personnel before 7th of every month.
11. The NCPCR shall deduct proportionate amount for each day of absence of the personnel while making payment to the Placement Agency/Contractor each month (excluding the leave permissible).
12. The Placement Agency shall be responsible for the discipline and conduct of the personnel sponsored by them and in any case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the Placement Agency shall provide replacement services of suitable personnel.
13. During the subsistence of the contract, the NCPCR shall not undertake any monetary liability other than the amount payable to the Placement Agency/Contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the Placement Agency/Contractor. Even if the NCPCR will recover such amount from the Placement Agency/Contractor by adjusting the amount payable to them.
14. In case any outsourcing staff placed in NCPCR proceeds on leave or remaining absent from duty, the Placement Agency/Contractor shall make alternate arrangements at no extra cost to the NCPCR, so that the daily work of the NCPCR does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the



- contracted amount. The NCPCR shall also be free to make alternate arrangements, the cost of which shall be recovered from the Placement Agency/Contractor.
15. Any loss, theft or damage to the life and/or property of the employees of the NCPCR and/or property of the NCPCR shall be compensated by the Placement Agency, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Placement Agency.
 16. The Placement Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
 17. The Placement Agency will not ask for any enhancement of approved rate during the contract period.
 18. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc., to its employees as applicable under the relevant rules.
 19. If the Placement Agency fails to render any or all the services, for any period during the currency of the contract, the NCPCR shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Placement Agency.
 20. The Placement Agency will have to deposit Security Deposit in the form of Demand Draft/Bank Guarantee/FDR as Security Deposit in the name of NCPCR, New Delhi. The amount of the Security Deposit shall be Rs. 2, 00,000/- to be deposited within 7 days of acceptance of the tender. The Security Deposit will be released after expiry of the contract satisfactorily.
 21. If the Placement Agency fails to provide satisfactory performance, the NCPCR shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the Placement Agency, etc.
 22. The NCPCR reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
 23. The period of the contract will be one year from the date of award of the contract, and on expiry of the said period, the contract may be extended by the mutual consent of both the parties.
 24. The tenderers have to submit the following documents: (a) Attested photocopies of Registration of ESI, PF, Service Tax etc. ; (b) Attested photocopy of Registration of the firm ; (c) Attested photocopy of PAN/TAN ; (d) Attested photocopies of Income Tax returns for the last 3 years ; (e) Attested photocopies of similar contract executed, if any, with Govt. Departments. (f) List of containing the details of organization to which services has already been made with Performance Certificate. (g) Clients list of last five years with performance certificate, complete address, contact number and fax. (h) Photocopies of Service Tax Registration and latest Clearance Certificate i.e. for the financial year ending 31.03.10 or a certificate from the Tax Authorities to the effect that the return for the Year 2009-2010 has been filed and being assessed.
 25. The NCPCR reserves the right to accept or reject any Tender/Quotation in full or in part without assigning any reason thereof.
 26. There should be no cutting/overwriting in the Quotations.


 (L. Verma)
 Member Secretary

UNDERTAKING

1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the NCPCR, New Delhi and shall abide by them.
2. I/We also undertake that I/We have understood "Parameters and Technical Specification for conducting the Work" mentioned in Annexure-II of the tender No.: _____ dated: _____ and shall conduct the work strictly as per these "Parameters and Technical Specifications for conducting the work".
3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/are employed in the NCPCR, New Delhi.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:

At:

(Dated Signature of Tenderer
with stamps of the firm)

A handwritten signature in black ink, consisting of a stylized name followed by a horizontal line and a small mark.

ANNEXURE-IV

Tender No : 07/2011
GOVERNMENT OF INDIA
National Commission for Protection of Child Rights
5th Floor, Chanderlok Building, 36-Janpath,
New Delhi- 110 001
TENDER FORM-1 TECHNICAL INFORMATIONS AND UNDERTAKING
(See Clause 6 of Annexure-I of this Tender Document)

Sub: Financial Bid for "Supply of Manpower"

1. Name of the Tenderer: _____
2. Address (with Tel. & Mob. No.): _____
3. Nature of the Tenderer _____
 (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
4. Bank Guarantee/Demand draft No. _____ Dated _____ from
 (bank name) _____
 Amounting to Rs. as Earnest Money Deposit.
5. The commission will pay the Service Tax on actual basis on production of remittance certificate. Income Tax will be deducted at source as per rates/rules/regulations in force for the year in which deduction is made.
6. The bidders are to submit their rates for the 'fixed commission' on monthly basis in percentage of the gross amount. They may also indicate any one time charge which they propose to take for identifying and supply of various categories of fresh manpower for the first time the same shall be examined and decided by the Commission while evaluating the bid and shall be borne by the Commission and under no circumstances will anything be collected/deducted from the staff selected for working in the Commission.
7. Each page of NIT and its Annexure (s) have to be signed dated and stamped.
8. The work contract will be awarded to the bidder who quotes the lowest % of service Charge/Commission.
9. Any other information important in the opinion of the tenderer.

Dated:
 At:

(Dated Signature of Tenderer
 with stamps of the firm)

