

F.No.7(1)Estt./2011-COMPAT
Government of India
Competition Appellate Tribunal
Ministry of Corporate Affairs
Kota House Annexe, Shahjahan Road, New Delhi

Competition Appellate Tribunal (COMPAT) is established under Sub-Section (1) of Section 53A of the amended provisions of Competition Act, 2002 to hear and dispose of appeals against orders passed by the Competition Commission of India (CCI) and also to adjudicate on claims for compensation arising from the findings of the Commission or on orders of the COMPAT. This COMPAT is also looking after the work of pending cases of the erstwhile MRTP Commission.

2. The COMPAT intends to outsource the services of two Drivers and five Office Boys, for a period of one year. For this purpose, Sealed Tenders are invited from reputed, experienced and financially sound Manpower Companies/Firms/Agencies. The number of personnel required from time to time may increase. The qualifications required for the personnel are detailed in Annexure-I.

3. The initial period of contract (which is for one year), may be extended on satisfactory performance and with any amendment(s), as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. It is obligatory on the part of the Outsourcing Agency to ensure that all statutory requirements are complied with while submitting the bids. A bid, not complying with the provisions of relevant statutory obligations, will be technically disqualified. Service Charges/rates quoted by the agency would be valid for a period of one year and the request for increase in rates during the currency of the Contract shall not be entertained.

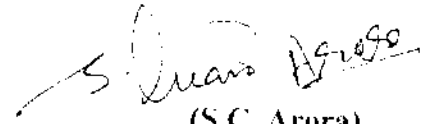
4. The manpower will have to be supplied by the Agency within a week from the date of award of contract, as per the detailed Terms and conditions, which are given at Annexure -II.

5. The tenders shall be submitted in a sealed cover superscribing "Tender for supply of Outsourcing Staff" and should contain:

- (i) The proforma at Annexure-III(duly filled in).
- (ii) Agency profile including previous experience of manpower supply to Government Departments etc.
- (iii) Acceptance of terms and conditions at Annexure-II.
- (iv) Demand Draft for Earnest Money Deposit.
- (v) Rates quoted on monthly basis for normal duty of 8 hours per day per person for five days a week (Annexure-IV).
- (vi) All other required documents.

6. The sealed cover envelope should be addressed to the Registrar, Competition Appellate Tribunal, Kota House Annexe, Shahjahan Road, New Delhi-110 011. It shall be, either sent by post or hand delivered, latest by 2.00 P.M. of 21st March, 2011.

7. The sealed covers containing bids received within the due date and time will be opened by the Tender Opening Committee on 22nd March, 2011 at 4 PM in the office of Registrar, Kota House Annexe, Shahjahan Road, New Delhi.



(S.C. Arora)

Deputy Registrar

Dated: 24th February, 2011

ANNEXURE-I

TECHNICAL REQUIREMENT FOR PERSONNEL TO BE DEPLOYED BY THE
SUCCESSFUL COMPANY/FIRM/AGENCY IN THE COMPETITION APPELLATE
TRIBUNAL, MINISTRY OF CORPORATE AFFAIRS WITH PROPER
DOCUMENTARY PROOF.

DRIVER

1. He should be at least Matriculate from a recognized Board/University and should not be less than 20 years of age.
2. He should have a valid commercial Driving Licence.
3. He should ~~have~~ the mechanical knowledge of rectifying minor repairs of the vehicle being driven by him.

OFFICE BOY

1. He should be at least VIII pass.
2. He should be a multi-skilled i.e. capable of performing the different type of works hitherto performed by Group D employees.
3. He should not be less than 18 years of age.

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- (2) The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose.
- (3) The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this office.
- (4) The service provider shall engage necessary persons as required by this office from time to time. The said persons engaged by the service provider shall be the employee of the service provider i.e. Agency, and it shall be the duty of the service provider to pay their salary/wages in time. There will be no master & servant relationship between the employees of the service provider and this office and further the engaged person of the service provider shall not claim any absorption.
- (5) The service provider's personnel shall not claim any benefit/compensation/regularization of services from this office under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.
- (6) The service provider's personnel shall not divulge or disclose to any person or persons any details of office, operation process technical know-how, security arrangements, administrative/organisational matters as well as all other matters/documents, which are confidential/ secret in nature.
- (7) The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- (8) The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the office because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- (9) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

- (10) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- (11) Working hours would be normally from 9.00 AM to 5.30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required. They may be paid extra wages by the Service Provider on the basis of a Certificate provided by the office as per the rates approved.
- (12) That the Agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid before expiry of such period as may be prescribed.
- (13) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released in due course of time after deduction of taxes deductible at source under the law in force.
- (14) Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- (15) No wage/remuneration will be paid to any staff members for the days of absence from duty.
- (16) The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- (17) The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (18) The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this office to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office implementing the Contract from time to time.
- (19) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- (20) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this office suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this office for the same. The Agency shall keep this office fully indemnified against any such loss or damage.

- (21) This office will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- (22) The successful bidder will enter into an agreement with this office for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be executed after due approval by the Hon'ble Chairman of this Tribunal and will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the Agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- (23) The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the office.
- (24) The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this office shall be forfeited by this office.
- (25) On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- (26) In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to the Chairman, Competition Appellate Tribunal, whose decision shall be binding on both the parties.
- (27) Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of Delhi.

ANNEXURE - III

Sl.No	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Date of establishment of the agency	
3	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s)	
4	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5	PAN/TAN Number (Copy to be enclosed)	
6	Service Tax Registration Number (Copy to be enclosed)	
7	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India	
8	Length of experience in the field	
9	Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency)	
10	Whether a copy of the terms and conditions (Annexure-) duly signed in token of acceptance of the same is attached?	

11	Whether agency profile is attached?	
12	List of other clients.	

**Signature of the authorised signatory
of the Tenderer with seal of the Firm.**

PROFORMA FOR FINANCIAL BID

ANNEXURE-IV

No.
the

Dated

To

Registrar
Competition Appellate Tribunal,
Kota House Annexe, Shahjahan Road,
New Delhi.

Subject: Quotations for award of contract for providing skilled/semi-skilled personnel on outsource basis.

Sir,

With reference to your Tender Notice No.7(1)Estt./2011-COMPAT dated 21st February, 2011 on the subject mentioned above, I/we quote the rate, including the service charge and service tax, for above mentioned work as under:

Particulars	Rate per person per 8-hours workday	
	In figures	In words

Signature of the authorised signatory
of the Tenderer with seal of the Firm.

Note:

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of NCT, Delhi.
2. Other charges, if any
3. Statutory liabilities as per applicable rates.