

**F.No.4(6)GS/2016-COMPAT**  
**Government of India**  
**Ministry of Corporate Affairs**  
**Competition Appellate Tribunal**  
Kota House Annexe, Shahjahan Road, New Delhi-110011.  
Phone No.23385336, 23388929

**Dated: 8<sup>th</sup> June, 2016**

Subject: - Notice inviting Tender for outsourcing the services of 04 drivers for a period of one year, extendable further subject to satisfactory performance on year to year basis as per requirement.

Competition Appellate Tribunal (hereinafter referred to as COMPAT) intends to outsource the services of 04 drivers, initially for a period of one year. For this purpose, Sealed Tenders are invited from reputed, experienced and financially sound Manpower Companies/Firms/Agencies. The quantum of personnel may vary from time to time. The qualifications required for the personnel are given in Annexure-I.

2. The initial period of contract shall be for one year and this may be extendable on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority. The present requirement is of 04 drivers and the same may be varied upward/downward from time to time. The personnel provided should be acceptable to the COMPAT and agreed by it.

3. It is obligatory on the part of the Service Provider to ensure that wages and bonus paid shall not be less than the minimum rates as fixed by the Competent Authorities from time to time and all statutory requirements such as Provident Fund, E.S.I.C. and Bonus must be incorporated while quoting the rates. 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 except whenever, the same is required to be allowed keeping in view the revision of rates of the Minimum Wages and Bonus as notified by the Competent Authority(ies) concerned from time to time.

4. The manpower will have to be supplied by the agency within 07 days from the date of award of Contract, as per the detailed Terms and conditions which are given at Annexure –II.

5. The bid shall be accompanied by an earnest money deposit of ₹25,000/- (Rupees Twenty Five Thousand only) in the form of demand draft drawn in favour of **“Pay & Accounts Office, Ministry of Corporate Affairs, New Delhi”** failing which the bid shall not be considered valid.

6. Only those who fulfil the following minimum criteria need to submit their Bids: -

- (a) The Manpower Supplying Agency should have been in existence for not less than three years and should have at least one full completed year of experience of supply of manpower to more than one Central Government Department/Office (proof in this regard may be attached with the bid).
- (b) It should have been registered with the Government Authorities concerned (proof in this regard may be attached with the bid).
- (c) It should have PAN/TAN and Sales Tax/VAT/Service Tax Registration (proof in this regard may be attached with the bid).
- (d) It should not have been blacklisted/debarred/penalized by any Organization. A declaration in the prescribed format attached as Annexure-IV to this effect is to be attached with the bid.
- (e) It should be willing to take up the contract on the Terms and Conditions at Annexure-II. A Certificate to this effect is to be attached with the bid.

7. The tenders shall be submitted in sealed cover superscribing **“Tender for supply of Outsourcing Staff”** and should contain:

- (i) The proforma at Annexure-III (duly filled in and signed).
- (ii) Agency profile including previous experience of same kind of work done to Government Departments etc.
- (iii) Acceptance of terms and conditions at Annexure-II (duly signed).
- (iv) Demand Draft for Earnest Money Deposit.
- (v) Declaration in Annexure-IV (duly signed).
- (vi) All other required documents.
- (vii) Rates quoted on monthly basis for normal duty hours of a driver per day per person for five days a week and rate per extra hour of duty when detained beyond normal duty hours or called for duty on Saturday/Sunday/ Gazetted Holidays (Annexure-V).

8. The sealed cover envelope should be addressed to the **Registrar, Competition Appellate Tribunal, Kota House Annexe, 1, Shahjahan Road, New Delhi-110 011**. It shall be either sent by post or hand delivered at the Dak Counter latest by 12.00 Noon of 22<sup>nd</sup> June, 2016.

9. The bids received within the due date and time will be opened by the Tender Opening Committee on 22<sup>nd</sup> June, 2016 at 4 PM in the office of Registrar, Competition Appellate Tribunal, Kota House Annexe, Shahjahan Road, New Delhi in the presence of the participating bidders, who may like to be present.

10. The COMPAT reserves the right to accept or reject any, or all of the bids.

Registrar

## **ANNEXURE-I**

### **QUALIFICATIONS FOR ENGAGEMENT AS DRIVER:-**

- (1) He should be in possession of valid Driving Licence for driving motor car as well as experience of driving a motor car.
- (2) He should be capable of driving Ambassador, Maruti Ciaz and similar other cars.
- (3) He must be able to read English numerals and figures and must have thorough knowledge of Delhi roads and traffic regulations, and must have good knowledge of petrol and diesel engine vehicles enabling him to locate faults and rectify minor faults.
- (4) His antecedents should have been got verified by the agency from the local police authorities.

## ANNEXURE-II

### 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. A certificate to this effect along with proof of identity like driving license, bank account details, proof of residence and recent photograph should be submitted to this office before their deployment.
- (3) The Service Provider shall withdraw such employees who are found not 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 employees of the service provider and it shall be the duty of the service provider to pay their salary/wages and other dues on or before 7<sup>th</sup> day of every month. There is 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 in COMPAT.
- (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 or any other Act(s). 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 the office. The service

provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

- (8) That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.
- (9) 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 provide a replacement. 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 the office.
- (10) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan and smoking.
- (11) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- (12) Working hours and days of this office shall be followed by the personnel. For Driver, the normal duty hours shall be from 08.30 A.M. to 06.06 P.M. including half hour lunch break. However, in exigencies of work, all or any of the personnel may be required to work late and they 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 as in annexure-V.
- (13) That the agency shall be wholly and exclusively responsible for payment of wages to each worker employed by him in this office in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including payment of Minimum Wages, EPF, ESI, Bonus etc. and the office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The service provider shall be responsible for contributions towards EPF, ESIC and other statutory payments/liabilities etc. wherever applicable. Proof of remittances in this regard may be required to be submitted to this office from time to time.
- (14) It shall be the duty of the Agency to ensure the disbursement of wages and bonus in the presence of the authorized representative of this office.

- (15) The service provider will submit the bill in triplicate in respect of a particular month on or before of 2<sup>nd</sup> working day of every month. The payment will be released within 5 working days on receipt of the bill and after deduction of taxes deductible at source under the law in force. It is the responsibility of the service provider to pay the salary of the employees on or before 7<sup>th</sup> of every month and claim the reimbursement from the office.
- (16) 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.
- (17) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.

- (23) 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.
- (24) The service provider should be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees' State Insurance Corporation, Authorities concerned with Income Tax, Sales Tax, Service Tax etc. and a copy of each of such registration should be submitted along with the bid.
- (25) The successful tenderer will have to deposit a Performance Security Deposit of Rs.20,000/- (Rupees Twenty thousand) in the form of either a Fixed Deposit Receipt or Bank Guarantee from any Scheduled Commercial Bank drawn in favour of the **“Pay & Accounts Office, Ministry of Corporate Affairs, New Delhi”** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
- (26) 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 Competent Authority in respect of Competition Appellate 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 during the period of the contract except when the same is required to be allowed keeping in view the revision of rate of minimum wages as notified by the Competent Authority concerned from time to time. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- (27) The service provider shall not assign, transfer, pledge or subcontract the performance or services to any other agency without the prior written consent of the office.
- (28) 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 agreement then one month's wages etc. and any amount due to the agency from this office shall be forfeited by this office.



- (29) 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.
- (30) 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.
- (31) Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of Delhi.

**Dated Signature of the authorised signatory  
of the Tenderer with his/her name and  
designation and seal of the Firm.**

**ANNEXURE - III**

Sl. No.	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Details of Earnest Money Deposit(EMD)	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s)	
5	Whether registered with all concerned Government authorities (EPF/PF/ESI/VAT/ Service Tax/Income Tax etc.) (Copies of all certificates of registration to be enclosed.)	
6	a) PF Registration No. b) ESI Registration No. c) Labour License No. (copies to be enclosed)	
7	a) PAN b) TAN c) Service Tax Registration Number (Copies to be enclosed)	
8	Whether the firm is blacklisted/debarred/ penalized by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India.	

Sl. No.	Particulars	To be filled in by the tenderer
	(Undertaking to this effect is to be attached)	
9	Length of experience in the field (proof is to be attached).	
10	Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-II) duly signed in token of acceptance of the same is attached?	
12	Whether the duly signed declaration in the format as at Annexure-IV attached?	
13	Whether agency profile is attached?	
14	List of other clients.	

**Dated Signature of the authorised signatory  
of the Tenderer with his/her name and  
designation and seal of the Firm.**

**ANNEXURE – IV**

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Signatory of the \_\_\_\_\_ (name of the agency firm), 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 by them.
3. My agency/firm has not been blacklisted/debarred/penalized from participating in tender of any Ministry/Department of Government of India and Government of India Undertaking in the last three years.
4. The information/documents furnished along with the above application are true and authenticate to the best of my knowledge and belief. I am 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.

**Dated Signature of the authorised signatory  
of the Tenderer with his/her name and  
designation and seal of the Firm.**

**ANNEXURE-V**

**PROFORMA FOR FINANCIAL BID**

No.....

Dated the.....

To

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

**Subject : Quotations for award of contract for providing Drivers on outsource basis.**

Sir/Madam,

With reference to your Tender Notice No.4(6)GS/2016-COMPAT dated 19<sup>th</sup> May, 2016 on the subject mentioned above, I/we quote the rate, including the service charges and service tax, for above mentioned work as under:

Particulars	Rate per person per month (normal hours of work as per Sl.No.12 Annexure-II with five days in a week)		Rate per person per hour for duty beyond normal hours of work
	In figures	In words	
Driver (Contractual basis)			

**Item-wise rates**

Items	Driver	Remarks
Wages		
Provident Fund		
ESI Contributions		
*Bonus per month		
Service Charges		

Any other (to be specified)		
Service Tax		
Total		

\*Note—Bonus will be claimed by the agency from the office, only once in a year, as and when it is due for payment to the outsourced persons as per law.

The wage structure should be in conformity with the latest minimum wages as notified by the Competent Authority from time to time.

**Signature of the authorised signatory  
of the Tenderer with his/her name and  
designation and seal of the Firm.**