



सत्यमेव जयते



Fair Competition
For Greater Good

COMPETITION COMMISSION OF INDIA

Hindustan Times House, 7th Floor,
18-20, K.G. Marg, New Delhi – 110 001
Tel: 011-23473400; Fax: 23704686

06.02.2017

TENDER NOTICE

Providing manpower services of Administrative Support Gr. I, Administrative Support Gr. II and Administrative Support Gr. II(Hindi) who are retired from Central/State Government/Statutory bodies/ PSU/ Autonomous bodies/Courts as Personal Assistant/ Private Secretary/ Principal Private Secretary and Court Clerk/ Record Keeper to the Competition Commission of India(CCI) by a Private Manpower Service Provider.

Sealed tenders in "Two bid system" (Technical Bid and Financial Bid) are invited on behalf of CCI, in the prescribed form, from Proprietor firms, Partnership firm Limited Liability Partnership firm, Companies incorporated under Companies Act, who are providing the services of outsourced staff to Government/Semi Government/Statutory Bodies/ Autonomous Body/PSU.

Interested parties, who have sufficient experience in the field, can collect detailed information/Terms and conditions of the tender on payment of Rs.1000/-(non-refundable) in the form of pay order/ demand draft drawn on any nationalised bank in favour of Competition Commission of India (Competition Fund) Account, payable at New Delhi, from the Deputy Director (HR), Competition Commission of India, 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi within the office working hours.

The tender document can also be downloaded from the website of the CCI i.e. www.cci.gov.in and a Demand Draft/ pay order of Rs. 1000/- should be submitted separately alongwith Technical bid.

The interested parties are required to submit tender document, technical and financial bids separately in sealed covers superscripted "**Tender for Administrative Support Gr. I, Administrative Support Gr. II and Administrative Support Gr. II(Hindi)**" accompanied by a Demand Draft of Rs. 1,00,000/- (Rs. One Lakh only) as Earnest Money deposit in favour of Competition Commission of India (Competition Fund) Account payable at New Delhi, which may be dropped in the TENDER BOX kept at 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi.

1.	Last date and time for submission of Tender	03.03.2017 at 1500 hrs
2.	Date and time for opening of Technical Bid	03.03.2017 at 1600 hrs

The CCI reserves the right to accept or reject any or all tenders or to withdraw the tender or cancel the tender process, without assigning any reason whatsoever.

Deputy Director (HR)

TENDER NOTICE

Providing manpower services of Administrative Support Gr. I, Administrative Support Gr. II and Administrative Support Gr. II(Hindi) who are retired from Central/State Government/Statutory bodies/ PSU/ Autonomous bodies/ Courts as Personal Assistant/ Private Secretary/ Principal Private Secretary and Court Clerk/Record Keeper, to the Competition Commission of India(CCI).

The Competition Commission of India(CCI), a Statutory body established under the Competition Act, 2002 to promote competition in Indian market, invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Providers for providing manpower services of Administrative Support Gr. I and Administrative Support Gr. II who are retired from Central/State Government/Statutory bodies/ PSU/ Autonomous bodies as Personal Assistant/ Private Secretary/ Principal Private Secretary and Court Clerk/Record Keeper on outsource basis **for a period of one year** from the date of commencement of the contract.

1. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of this CCI i.e. www.cci.gov.in. The last date of submission of tenders will be **3rd March, 2017 at 1500 hrs.**
2. Tender document fee (non –refundable) of Rs.1000/- (Rs. One thousand only) to be paid in) in the form of pay order/ demand draft drawn on any nationalised bank in favour of Competition Commission of India (Competition Fund) Account, payable at New Delhi. The tender document can also be downloaded from the website of the Commission i.e. www.cci.gov.in and a Demand Draft/ pay order of Rs. 1000/- should be submitted separately along with Technical bid.
3. The validity of Tenders will be 90 days from the date of opening of financial bids. The tenderes will not be allowed to withdraw the tenders within the validity period of the tender.
4. The interested and eligible Service Provider may submit bids for Administrative Support Gr. I, Administrative Support Gr. II and Administrative Support Gr. II(Hindi), complete in all respects along with Earnest Money Deposit (EMD) of Rs 100,000/-(Rupees one lakh only)) in the form of pay order/ demand draft drawn on any nationalised bank in favour of Competition Commission of India (Competition Fund) Account, payable at New Delhi. The tenders shall not be entertained without EMD and received after the set deadline under any circumstances whatsoever.
5. The Technical Bids of tenderers will be opened on 3rd March, 2017 at 1600 hrs at H.T House, 3rd Floor, 18-20 K. G. Marg, New Delhi – 110001 in the presence of authorized representatives of the bidders or the Bidders who may wish to be present personally.
6. CCI reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders or to withdraw or cancel the tender without giving any notice or assigning any reason. The decision of the CCI in this regard shall be final and binding on all.

Deputy Director (HR)

I-Scope of Work and General Instructions for Tenderers

i. Competition Commission of India (CCI), New Delhi requires the services of a reputed, well established and financially sound Proprietor firms, Partnership firm Limited Liability Partnership Firm, Companies incorporated under Companies Act (Service Provider) for providing manpower to perform jobs of Administrative Support Gr. I, Administrative Support Gr. II and Administrative Support Gr. II (Hindi) on outsourced basis. The Service Provider should provide a copy of the Certificate of Incorporation. The Service Provider should also provide an undertaking that they shall comply with all relevant statutory norms as applicable.

ii. CCI has tentative (initial) requirement of the number of persons, category wise as given below:

Sr. No	Category	Approximate number
1	Administrative Support Gr. I	7
2	Administrative Support Gr. II	7
3.	Administrative Support-Gr.II (Hindi).	2

However, the above number may be subject to change depending on actual requirement. The qualification and experience required and job descriptions of the categories of the persons to be deployed are given at **Annexure – A.**

iii. The contract is likely to commence from 01.04.2017 and would continue for a period of one year from the date of commencement. The period of the contract may be further extended after the completion of contract, provided the requirement of the CCI for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the Service Provider or cessation of the requirement of work. CCI, however, reserves the right to terminate the contract at any time after giving one week's notice to the selected Service Provider. The Service Provider may also terminate the contract after giving three months advance notice in writing to CCI and after the acceptance of the same by CCI.

iv. Past experience and SATISFACTORY performance of similar work done for any Departments of the Government of India/State/Statutory Bodies/PSUs/ Private Sectors for last three years. (A list of such organizations being served may be provided). The reputation/track record of the bidder will be verified by CCI.

v. The Service Provider should have experience of providing such services on sufficiently large scale. The Service Provider should have completed one such work where

it has provided at least 50 persons in one organization during the last 03 years. The name/s of such organizations along with number of persons deployed may be submitted.

vi. The Service Provider should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform to the given standards of knowledge/skill and experience before deployment. This aspect is also subject to evaluation/verification by CCI.

vii. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

viii. The provision of training facilities/up-gradation of skills of the persons deployed by the service provider, if any (this will be given weightage).

ix. Copies of Profit/Loss account, Balance Sheet, Copies of IT Returns for the last three financial years duly certified by the Chartered Accountant should be enclosed.

X. The Service Provider shall submit an affidavit stating that the Company is not / has not been black listed by Central/State Government/ any PSUs/Private Sector.

xi. The firm should be registered with Income Tax and Service Tax authorities and any other authority required by extant law of land.

xii. The Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.

xiii. The Service Provider should have an office in Delhi/NCR.

xiv. The turnover of the firm during the last 3 financial years should not be less than Rs. one crore per annum during the last three financial years, from similar services. The company should have earned profit during the last three years.(Proofs to be enclosed)

xv. Service Provider should have its own Bank Account.

xvi. Persons deployed by the Service Provider shall not be less than 50 years of age.

xvii. The Service Provider should not have defaulted in making payment of statutory dues like EPF/ESI/Service Tax and Income Tax etc. or should not have been listed defaulter

by the competent authority of EPF/ESI/Service Tax/Income Tax or any other labour law enforcing agency/authority.

xviii. If firm quotes NIL service charges/consideration or the quote is found not economically viable, the same shall be treated as unresponsive and will not be considered.

xix. The Service Provider shall quote their rates for all 3 (three) categories of services else the tender will be summarily rejected.

Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.

II. ELIGIBILITY CRITERIA.

- i. The Service Provider shall have past experience and SATISFACTORY performance of similar work done for any Departments of the Government of India/State/Statutory Bodies/PSUs/ Private Sectors for last three years. (A list of such organizations being served and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector shall be provided). The reputation/track record of the bidder will also be verified by CCI.
- ii. The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed one such work where it has provided at least 50 persons in one organisation during the last three years. The name/s of such organisation alongwith number of persons deployed may be submitted with a certificate from that organisation regarding deployment of at least 50 persons.
- iii. The Service Provider shall submit an affidavit stating that the Service Provider is not/has not been blacklisted by Central/State Government/ PSUs/Private Sector at any point of time.
- iv. The Service Provider should be registered with Income Tax, Service Tax authorities and any other authority required by extent law of land.
- v. The Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.
- vi. The Service Provider should have an office in Delhi/NCR.
- vii. The turnover of the Service Provider during the last 3 financial years should not be less than Rupees One Crore per annum from similar services. The Service Provider should have earned profit during the last three years (Documentary proof needs to be submitted along with bids).

III- TECHNICAL SPECIFICATIONS

The interested Service Provider may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs. 1, 00,000/- (Rupees One lakh only) in the form of Demand Draft/ Pay Order from any nationalized bank, drawn in favour of Competition Commission of India (Competition Fund) A/c, payable at New Delhi and other requisite documents latest by 1500 hrs on Friday, 03.03.2017.

i. The tenders have been invited under two - bid system i. e. Technical Bid and Financial Bid. The interested Service Provider are advised to submit two separate sealed envelopes super - scribing **“Technical Bid for providing manpower on outsource basis”** in bold letters and **“Financial Bid for providing manpower on outsource basis”**

ii. The tendering Company is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:

PAN/GIR No.
Registration number and Certificate of Incorporation
Service Tax Registration No.
E.P.F .Registration No.
E.S.I. Registration No.
Documents showing the following:- <ul style="list-style-type: none">Completed at least one service where the Service Provider has provided 50 persons in one organization during last 3 years in a single contract.Turnover of the firm is not less than one crore per annum during last three years related to providing manpower resources.
Financial worthiness and competence to be substantiated through Income Tax Returns/Certificates. PAN/ST/TIN/VAT No./EPF Registration/ Annual Report, Audited Balance Sheet and Profit & Loss A/c. for the last 3 years
Affidavit stating that the Service Provider is/has not been blacklisted by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.
List of similar assignments and number of Manpower provided to Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector during the last three years by the Service Provider (Attach attested copy) and a certificate of satisfactory performance from the concerned department of Central/ State Government / Statutory bodies/ PSU/ Private Sector
Affidavit by the Service Provider/ proprietor/Director(s)/Authorised Person that the firm or its proprietor/Director(s)/Authorised Person have not defaulted in making payment of statutory dues like EPF/ESI/ Bonus/Service Tax and Income Tax etc. or listed as defaulter by the competent authority of EPF/ESI/Service Tax/Income Tax or any other labour law enforcing agency/authority.

iii. Conditional bids shall not be considered and will be rejected outrightly at the very first instance.

All entries in the tender form should be legible and filled clearly. If the space for furnishing 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. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Service Provider.**

v. The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 1600 hrs. on 03.03.2017) in Competition Commission of India 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi, in the presence of the representatives of the tendering Service Provider Company, 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 the specified date & time at Competition Commission of India 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi in the presence of representatives of technically qualified tendering Service Provider who wish to be present on the spot at that time, or their authorized representatives.

vi. The competent authority in Competition Commission of India, New Delhi, reserves the right to annul any or all bids or cancel the tender process, without assigning any reason.

vii. The bidder shall quote the Technical & Financial bids as per the format enclosed at Annexure I & II.

IV - TERMS AND CONDITIONS

A. General

1. Payment Terms: The standard terms of payment are within 30 days from the date of submission of bills in duplicate along with work completion certificate certified by the competent authority in CCI. The payment shall be made through RTGS/NEFT.
2. Payment of fee by Service Provider: The Service Provider shall ensure that the consolidated fee to the persons so employed is made by 7th day of the succeeding month.
3. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by CCI.
4. Penalty Clause: The Service Provider shall send the requisite number of persons within stipulated time after requisition from the CCI. In emergent cases, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 3 days, the Service Provider shall deploy a suitable substitute. If the Service Provider fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the CCI on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the Service Provider for deployment of that person, on pro-rata basis for the first ten days from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) within ten days, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by the Competent Authority in CCI, which will be final and binding on the Service Provider.
5. Termination of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the CCI reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority in CCI will be final and binding.
6. Revision of wages: In case of engagement extended beyond one year, the Competent Authority in CCI may consider the revision of consolidated fee by 10% of the present consolidated fee. However, the Service/Administrative Charges finalised through the tender shall remain fixed throughout the currency of the contract.
7. Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider refuses to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated and CCI shall be at liberty to recover losses, if any, from the Service Provider. In such case the Service Provider shall be blacklisted.
8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged deployed in CCI. CCI shall not be a party to any dispute arising out of such deployment by the Service Provider.

9. Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment. If any such incident of police record/criminal case comes to or brought to the knowledge of CCI, the Service Provider shall immediately withdraw such person and CCI shall be at liberty to take appropriate action against such person as well as the Service Provider.

10. Place of Duty, Working Hours and Punctuality. The CCI is presently housed at Hindustan Times House, K.G Marg, New Delhi-110001 and is also having its office at 14-B, HUDCO Vishala Building, Bhikaji Cama Place, New Delhi-110066. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within NCR. No extra liability on this account will be borne by CCI.

(a) The working hours of the Commission will be from 09.30 a.m. to 6.00 p.m.

(b) The personnel deployed shall work for 8 hours (excluding ½ hr. lunch time) from 09.30 A.M. to 06.00 P.M. on all working days.

(c). The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

(d) If need arises, the outsourced staff shall have to sit late or come early or attend the Office on Saturday/Sunday/Gazetted Holidays (as per work requirements). For working in the office beyond office hours for period exceeding one hour or on Saturday/Sunday/Gazetted Holidays, payment will be made on hourly basis.

(e) Administrative Support Gr. I/ Administrative Support Gr. II including Admn Support (Hindi) deployed in the CCI are entitled to twelve days leave in each Calendar year. However, the entitlement of leave would be on pro-rata basis. Further, any unavailed leave of a calendar year shall not be carry forwarded to the following calendar year(s).

11. For interview and skill test the Service Provider has to send a list of candidates three times of the requirements (3x1) within a week's time from the date of placement of the requisition.

12. The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax etc. will be of the Firm/Supplier. No extra payment shall be made by the CCI.

13. The copies of appointment letter issued to the personnel deployed in the CCI shall be provided to the CCI.

14. The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the CCI. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the CCI at the time of deployment.

15. The Service Provider will provide to the CCI a list of all personnel so deployed with permanent and present address along with their latest photographs and contact Numbers and copy of Aadhar Card.

16. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The CCI shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.

17. It shall be the responsibility of the Service Provider to issue the employment card/photo/identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970.

18. The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the CCI.

19. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the CCI because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the Service Provider, upon receiving written notice from the CCI. Notwithstanding above, the CCI has the right to ask to change/replace the personnel at any point of time without assigning any reason.

20. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

21. The CCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.

22. The Service Provider will be responsible for any damages done to the property of the CCI by the personnel so employed. The CCI will be free to recover it from the security deposit given by the Service Provider or from any other dues, or take any appropriate course of action to recover the damages.

23. The Service Provider's personnel working in the CCI should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the CCI. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

24. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

25. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
26. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the CCI under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or under any other extant law of land. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
27. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the CCI.
28. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the CCI will not entertain any claim in this regard.
29. The Service Provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from the CCI to the Service Provider shall be acknowledged immediately on receipt on the same day.
30. The Service Provider shall depute one coordinator, who would be responsible for immediate interaction with the CCI so that optimal services of the persons deployed by the Service Provider company could be availed without any disruption.
31. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the CCI.
32. Arbitration: Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration and Conciliation Act, 1996, where the Secretary, CCI or his/her nominee will be the Sole Arbitrator.
33. CCI reserves the right to terminate the contract at any point of time after giving a week's notice to the contracting Company.
34. The contracting Service Provider shall ensure that the manpower deployed in the CCI conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed etc. in the Tender Document.
35. The selected Service Provider shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The selected Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons.

36. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the CCI. The persons deployed by the Service Provider in the CCI shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against CCI.

37. The person deployed by the Service Provider shall not have any claim to CCI in respect of Pay, Perks or other facilities etc. during or after the currency of the contract.

38. CCI does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders without assigning any reason thereof.

B. FRAUD AND CORRUPT PRACTICES

i. The tenderer 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, CCI may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer 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.

ii. Without prejudice to the rights of the C C I under Clause i here in above, if a tenderer is found by the CCI 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 tenderer shall not be eligible to participate in any tender floated by CCI.

iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:

(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 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 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 tenderers 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 tenderers or with other legal entities with the objective of restricting or manipulating a full and fair competition in the Bidding Process. It includes any anti-competitive conduct prescribed under the Competition Act, 2002.

C. LEGAL

- i. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in CCI. The Service Provider shall furnish a certificate on each month that all statutory requirements have been fulfilled along with the bills for payment.
- ii. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to CCI to concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- iii. The Service Provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of CCI or any other authority under law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by CCI.
- v. In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the CCI is put to any loss, obligation, monetary or otherwise, the C C I will be entitled to get itself reimbursed out of the outstanding bills and/ or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms or Service provider shall make good the less
- vi. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Secretary, Competition Commission of India (CCI) for arbitration, whose decision shall be final and binding on the parties. To the extent that any dispute arising between the parties has not been resolved by arbitration, it shall be subject to the exclusive jurisdiction of courts located in National Capital Territory of Delhi only.

vii. Competition Commission of India 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.

D. FINANCIAL

i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 1,00,000/= (Rupees One Lakh only) in the form of Demand Drafft/ Pay Order drawn in favour of COMPETITION COMMISSION OF INDIA (COMPETITION FUND) A/C failing which the tender shall be rejected outrightly.

ii. The EMD in respect of the Service Provider which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. Further, if the successful Service Provider fails to deploy manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

iii. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Drafft or Bank Guarantee drawn in favour of COMPETITION COMMISSION OF INDIA (COMPETITION FUND) A/C or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider and pledged to the COMPETITION COMMISSION OF INDIA. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Service Provider.

iv. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the Competition Commission of India besides annulment of the contract.

v. The Service Provider shall raise the bill, in duplicate, along with attendance sheet in respect of personnel deployed in the CCI in the first week of the succeeding month.

vi. The claims in bills regarding wages paid to the outsourced manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the CCI.

vii. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Secretary,

Competition Commission of India (CCI) for arbitration, whose decision shall be final and binding on the parties. To the extent that any dispute arising between the parties has not been resolved by arbitration, it shall be subject to the exclusive jurisdiction of courts located in National Capital Territory of Delhi only.

viii. Competition Commission of India 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. EVALUATION CRITERIA

- (a) The evaluation committee will be constituted by the CCI to evaluate the Technical Proposals on the basis of their responsiveness to the Terms and conditions, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.
- (b) Financial Proposals will remain unopened for those Tenderers/Service Provider which fail to meet the minimum technical criteria. Financial Proposals shall be taken up only with those Service Providers who meet the technical criteria. Thereafter these Financial Proposals shall be opened, and the total prices read aloud and recorded in writing. The Service Provider who has quoted lowest Agency commission/Service Charges shall be declared as L-1 bidder.

TECHNICAL BID**(To be enclosed in a separate sealed cover)**

For providing manpower on Outsourced basis to
Competition Commission of India, New Delhi

1	Name of Service Provider (Attach certificates of registration with a brief profile of the company)	
2	Name of Proprietor/Director of Company	
3	Full address of Registered Office with Telephone No., FAX and E-Mail	
4	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	
6	PAN/GIR No.	
7	TAN No.	
8	Documents showing completing at least one service where it has provided 50 persons in one organization during last 3 years in single contract and turnover of not less than One crore per annum during the last three years related to providing human resources.	
9	Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached.	
10	Affidavit stating that the company is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs/Private Sector .	
11	List of similar assignments and number of Manpower provided to Central Government Departments / State Government/ Statutory bodies/ Autonomous bodies/ PSUs / Private Sector during the last three years	
12	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Company's process of Scrutinising candidates before providing to the Competition Commission of India; Number and type of tests / examinations proposed / conducted by the Company to ensure that suitable candidates / manpower are going to be provided to the Competition Commission of India	
13	Acceptance of Terms and Conditions	
14	Demand Draft/ Pay order for Tender document fee (non-refundable) of Rs.1000/- (Rs. One thousand only) attached (Name of bank, DD/Pay Order No. Date and amount)	
15	Demand Draft/ Pay Order for EMD of Rs.1,00,000/- (Rs. Only lakh only) attached (Name of bank, DD/Pay Order No. Date and amount.	

16	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
17	List of other clients	
18	Affidavit by the Service Provider/ proprietor/Director(s)/Authorised Person that the firm or its proprietor/Director(s)/Authorised Person have not defaulted in making payment of statutory dues like EPF/ESI/ Bonus/Service Tax and Income Tax etc. or listed as defaulter by the competent authority of EPF/ESI/Service Tax/Income Tax or any other labour law enforcing agency/authority	
18	Any other information to establish financial worth and technical competence.	

Dated:

Signature of authorized person

Place :

Name:

Seal:

DECLARATION

I, _____ Son / Daughter / Wife of Shri

Proprietor/Direct
or, _____ authorized signatory of the

Service Provider, 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 by 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

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

ANNEXURE-II

(To be enclosed in a separate sealed envelope)

For providing manpower on Outsourced basis to Competition Commission of India, New Delhi

1. Name of tendering Service Provider:

2. Details of Earnest Money Deposit

Amount

D.D. / P.O & Date

Drawn on Bank

3. The bidder should quote service charges/ agency's commission (Inclusive of all liabilities, taxes, levies, cess etc.)

Sl. No.	Payment Component	Administrative Support Gr. I	Administrative Support Gr. II	Administrative Support Gr. II(Hindi)
01.	Consolidated fee	Rs.27500/-	Rs.33,000/-	Rs. 38500/-
02.	Service Provider's commission /service charges.			
03.	Service Taxes, applicable			

Note:

1. All rates to be quoted in Indian Rupees only
2. No column should be left blank.
3. Service charges/agency's commission to be paid by CCI to the Service provider
4. Service Tax as applicable

Signature of authorized person

Full Name

Seal

Date:

Place:

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the 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 or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

b) 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 or Statutory Authority 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.

e) 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.

Date:

Signature;

Place:

Name & Designation with office Seal

Competition Commission of India

Name of the post : Administrative Support Gr. I /
Administrative Support Gr. II
AdministrativeSupportGr. II(Hindi)

Mode of Recruitment : Outsourced basis

3. Eligibility conditions

a) He/she should

- (i) Have retired from the post of Personal Assistant/ Private Secretary/Principal Private Secretary and Court Clerk/ Record Keeper from Central Government/ State Government/ Statutory bodies/ PSU/ Autonomous bodies/Courts
- (ii) Have at least 20 years of experience in stenographic service/court service
- (iii) Have good knowledge of Government Rules/Regulations \
- (iv) Be below 70 years of age and in good health
- (v) Have knowledge of the computer
- (vi) Have a shorthand speed of 100 w.p.m. and typing speed of 50 w.p.m on computer/ typing speed of 50 wpm for Court clerk/Record keeper
- (vii) Should have no disciplinary proceeding pending as on the date of application
- (viii) Should maintain decorum, discipline as expected of a regular officer/staff of CCI.

