TENDER DOCUMENT FOR

"MAINTENANCE OF GARDEN / LAWN
AND PLANTS AT
COMPETITION APPELLATE TRIBUNAL"

1, SHAHJAHAN ROAD,
KOTA HOUSE ANNEXE,
NEW DELHI-110011.
NOTICE INVITING TENDER

Dated: 15th November, 2016

Sealed bids for “Maintenance of Garden and Plants” at the office premises of Competition Appellate Tribunal, 1, Shahjahan Road, Kota House Annexe, New Delhi-110011, are invited, from qualified, professional and experienced agencies.

1. QUALIFICATION OF THE BIDDER:

a. The bidder should have minimum 3 years of experience in Maintenance of Lawn/Garden, Horticulture & Landscaping work, preferably in Govt./Semi Govt./PSU organization/Educational Institution.

b. The average annual turnover of the bidder shall be minimum of Rs.10,00,000/- (Rupees Ten Lakh) during last three years.

c. The bidder should possess valid trade license and provide registration with EPF, ESI, Service Tax, Professional Tax etc. and also with the Regional Labour Commissioner, Govt. of NCT of Delhi.

2. DETAILS OF THE BID DOCUMENTS:

a. Bid document can be downloaded from the official website of this Tribunal i.e. http://compat.nic.in

b. All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) payable in the form of Demand Draft in favour of “Pay and Accounts Office, Ministry of Corporate Affairs, New Delhi”.

c. The validity of the tender shall be 60 (sixty) days from the last date of submission of bid.

[Signature]
(Shaji .M)
Accounts Officer
INSTRUCTION TO BIDDER

1. SUBMISSION OF BID:
   
a. The bid in original form only shall be submitted by the bidder.
   
b. Bidder is advised to submit the bid strictly in accordance with the terms and conditions and specifications contained in the bid document and not to stipulate any deviation or condition. Registrar, COMPAT reserves the right to reject any bid containing deviations to the terms, conditions and requirements stipulated in the bid document.
   
c. Bid shall be submitted in two parts: Part I - Technical Bid and Part II – Financial Bid. Part-I and Part-II should be separately sealed and superscripted with the words “Part I: Technical Bid” and “Part II: Financial Bid”, whichever is applicable. Both the parts should be put in one single envelope with one single sealed envelope with the words “Bid for Maintenance of Garden and Plants at COMPAT”. The full name, postal address and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

PART – I: Technical Bid shall contain the following:
   
a. Earnest Money Deposit (EMD)
   
b. Bidding document duly signed and stamped on all pages by the authorised signatory thereby accepting all terms and conditions.
   
c. Details of providing Horticulture & Landscaping done in the past with proof certificate.
   
d. Performance certificates from the past and present employers.
   
e. Company profile.
   
f. Documents related to Trade License and IT PAN, Professional Tax Registration, Service Tax Registration.
   
g. Financial statement for last 3 years.
   
h. Additional documents, if any.

PART – II: Financial Bid shall contain the Price Bid as per schedule of rates enclosed.
   
a. The tender shall be dropped in the Tender Box kept at the Reception Room of COMPAT. The due date of Tender Submission is 05.12.2016 up to 05:00 PM. Technical Bid shall be opened at 12:00 noon on 06.12.2016 and Financial Bid shall be opened at 03:00PM on 06.12.2016 in presence of authorized representative of Bidders. Technically qualified bidders will be invited to be present during opening of the financial bid.
2. **SIGNATURE ON BID(S)**

   a. The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below their signatures.

   b. Bid by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.

   c. Bid by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.

   d. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.

   e. The bidder’s name stated in the bid shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.

   f. All changes / alteration / corrections in the bid shall be signed with date in full by the person or persons signing the bid. No erasing and / or overwriting are allowed.

3. **EARNEST MONEY DEPOSIT (EMD):**

   a. Each BID must accompany EMD in the form of Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) issued by a Nationalized Bank in favour of “Pay and Accounts Office, Ministry of Corporate Affairs, New Delhi” payable at New Delhi shall be submitted with the Part I - Technical BID. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

   b. The EMD of un-successful bidders shall be refunded only after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

4. **VALIDITY OF BID:**

   Bid submitted by bidder shall remain valid for acceptance for a period of 60 (sixty) days from the last date of submission of the BID. Bidders shall not be entitled during the said sixty days’ period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the COMPAT. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder’s EMD shall be forfeited.

5. **RIGHT OF CENTRE TO ACCEPT OR REJECT THE BIDS:**

   The right to accept the BID in full or in part shall rest with the COMPAT. However, the Registrar, COMPAT reserves to itself the authority to reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the
particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

6. Signing of the Contract:

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the Letter of acceptance of BID. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
7. **FORMAT FOR SUBMISSION OF BID:**

To

The Registrar,
Competition Appellate Tribunal,
Kota House Annex, 1, Shahjahan Road,
New Delhi-110011.

Subject: BID for providing “Maintenance of Garden and Plants at COMPAT” in the office premises of Competition Appellate Tribunal, 1, Shahjahan Road, Kota House Annex, New Delhi on contractual yearly/monthly basis.

1. Having carefully examined all the BID Documents attached to your invitation to BID ref no. 2(8)GS/2015-COMPAT dated ______ we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.

2. We enclose Rs. 10,000/- (Rupees Ten thousand only) herewith as Earnest Money Deposit in form of Demand draft no. ______ dated ______ issued by ______ in favour of “Pay and Accounts Office, Ministry of Corporate Affairs payable at New Delhi”.

3. We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance in without any condition or deviation.

4. We agree to keep the BID valid for 60 (Sixty) days from the last date of submission of the BID and the period shall remain binding. We also understand that we shall not withdraw this BID during this period of 60 (Sixty) days and in the event of default the COMPAT shall have the right to forfeit the EMD.

5. Should this BID be accepted we hereby agree to abide by and fulfil all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the COMPAT is not bound to accept the lowest BID received, fully or in part thereof.

6. Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between COMPAT and Ourselves.

7. We hereby submit our offer and enclose “Schedule of Rates”

For and behalf of:

(Signature and Seal)
8. **DEFINITION OF TERMS**

a. In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

b. The ‘COMPAT’ shall mean Competition Appellate Tribunal, with its premises located at 1, Shahjahan Road, Kota House Annexe, New Delhi-110011 and shall include its authorized representatives, successors and assigns.

c. The ‘CONTRACTOR’ shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the COMPAT and includes the Contractor’s legal representative, his successors and permitted assignees.

d. The ‘BID/TENDER’ shall mean the proposal/offre along with supporting documents, submitted by the Bidder for consideration by the COMPAT.

e. The “BID/TENDER DOCUMENT” shall mean the documents issued by the COMPAT to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the COMPAT. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the COMPAT.

f. The ‘LETTER OF ACCEPTANCE’ shall mean an official intimation from the bidder to the COMPAT to the effect that all the terms & conditions have been accepted in accordance with the provisions contained therein.

g. The ‘WORK’ shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR in accordance with the contract.

h. The ‘CONTRACT’ shall mean the agreement between the COMPAT and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the COMPAT.

9. **SCOPE OF WORK**

a. Garden maintenance shall include, but not limited to:-

i) Watering plants, seedlings, trees, saplings, lawns etc. on daily basis as per seasonal requirement.

ii) Necessary weeding and cleaning of the lawns as a measure to keep the lawns free from weeds.

iii) Trimming of hedge, edge, shrubs etc. and pruning of trees (deodar etc.) along the boundary walls on regular basis.
iv. Spraying of insecticides, pesticides where and when required/as per schedule.

v. To prepare and maintain seasonal flower bed.

vi) All filth and garbage generated during the work or other matters which are unusable, shall have to be removed outside of the COMPAT premises by the agency at its own cost.

b. The agency must submit along with the tender in detail the maintenance operation/management schedule inclusive of detail break up in connection with quantities for application of fertilizers, spraying of insecticides, pesticides etc. during the execution of maintenance work for following items:-

i) **Lawn**: Lawn should be mowed by lawn mower. Weeding being the major work in lawn area special care should be taken to keep the lawn free from weeds. Fertilizers and high analysis organic manure to be applied as needed. All these operations shall be undertaken where and when required/as per schedule.

ii) **ANNUAL BED (SEASONAL FLOWER BED)**: Before sowing the seeds, ground should be well prepared having need based mixture of organic manure and high analysis organic manure. Transplant disease free seedlings of 3-4 weeks age having symmetric growth. Apply decomposed organic manure after two weeks of transplantation and repeat, at required day’s interval schedule, until formation of buds.

iii) **HEDGE**: Watering, manuring and weeding along with other related work to be taken up as a need basis. Height of hedge should be maintained properly for beautification and developing aesthetic value of the garden.

iv) **TREES, SHRUBS**: Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when/as per schedule.

10. **SPECIAL CONDITIONS:**

a. Consumable materials as and when required for the work, like good earth, manure, fertilizers, insecticides, pesticides, seasonal seeds, seedlings, plants, shrubs etc. will be supplied by the contractor on chargeable basis.

b. The COMPAT will ensure water supply which will be available at various points all over the garden and no other items would be supplied by the COMPAT.

c. No accommodation for the workers will be provided by the COMPAT.

d. Night stay inside the COMPAT premises is not permissible in any circumstance.

e. No electricity will be provided by the COMPAT for electrical land mowers or any other electrical machinery.

f. The contractor will provide all necessary machinery, equipments, tools, hose pipe, land mower (operated by petrol/diesel/kerosene), garden shears, secateurs, sprayers, dusters, weeding hook, brooms, buckets etc.

g. For transportation and other gardening operations, the agency has to deploy its own manpower, materials, equipment, like tractor, trailer, water tanker, lawn mower, garden rollers etc. for carrying out the different horticultural operations.
11. CONDITIONS:

a. The Contractor shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the COMPAT from time to time.

b. The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for general maintenance of garden. Any change of staff, the Registrar, COMPAT should be informed in advance.

c. In case the any materials of the COMPAT are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform COMPAT. In such a case, the Contractor will be liable to replace the item at his own cost or the COMPAT shall have the right to recover the loss from the contractor's monthly bill. The decision of the COMPAT in this matter will be final.

d. The COMPAT premises are the property of the COMPAT and the Contractor is only permitted to manage the premises as long as the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the COMPAT decides that the Contractor should not be allowed to run the service, the COMPAT will be entitled to restrain the Contractor from entering the campus.

e. Supply of total number of personnel for providing Horticulture & Maintenance works and in COMPAT is as mentioned here in under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Post</th>
<th>Type of the Post</th>
<th>Nos. of People</th>
<th>Shifts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervisor</td>
<td>Skilled</td>
<td>01 no.</td>
<td>8 am to 4:30 pm</td>
</tr>
<tr>
<td>2.</td>
<td>Labourer (Garden)</td>
<td>Unskilled</td>
<td>01 no.</td>
<td>8 am to 4:30 pm</td>
</tr>
</tbody>
</table>

f. The Contractor shall maintain the Minimum Wage Rules set by the Ministry of Labour, Government of NCT of Delhi, and in the tender application the categories of the labour to be engaged should be specified as viz. skilled and unskilled. The Contractor will make payment to his staff engaged in the COMPAT as per the minimum wage rates for these categories, as specified from time to time by the Regional Labour commissioner (State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.

g. The Contractor’s staff shall not be treated as the COMPAT’s staff for any purpose whatsoever. The Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The COMPAT shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.

h. The Contractor shall be responsible for fulfilling the requirements of all the statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him
and keep the COMPAT indemnified of any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor will abide by all the rules and regulations of labour laws and rules framed there under and maintain all the Registers required under the above mentioned rules and regulations and the COMPAT and its authorized representative shall be entitled to inspect all such records at any time.

The Contractor shall pay wages directly to the workman latest by the 07th of the every month without fail. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

i. The Contractor shall at his own expense, take workmen Compensation Insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the COMPAT. The Contractor shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of BID.

j. The Contractor shall obtain specified license from Regional Labour Commissioner, Govt. of NCT of Delhi, within a reasonable time period after issue of letter of acceptance of BID for employment of labour in the COMPAT.

k. The Contractor shall not appoint any Sub-Contractor for the work assigned to him.

l. The Contractor shall make his own arrangements for transportation of his employees, if required.

m. Payment for the gardening materials is to be made as per present market rate, subject to verification by the COMPAT and its authorised representative.

12. SECURITY DEPOSIT:

(a) The successful tenderer shall furnish within a week of the acceptance of his tender a security deposit of Rs. 25,000/- (Rupees Twenty five Thousand only) by way of Bank Guarantee or fixed Deposit Receipt in the name of “Registrar, Competition Appellate Tribunal, New Delhi”.

(i) The Security deposit furnished by the tenderer would be subject to the terms & conditions given in the Annexure of this tender and the COMPAT will not be liable for payment of any interest on the security deposit or any depreciation thereof.

(ii) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

13. TERMINATION:

a. Notwithstanding anything contained hereinbefore to the contrary, the COMPAT shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall
have no claim for any loss and damage against the COMPAT. If the Contractor abandons his service for which he/she is committed to the Centre, all his/ her dues e.g. EMD, Security Deposit, etc. will be forfeited by the COMPAT.

b. The COMPAT reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the COMPAT.

c. On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its men and materials from the COMPAT and the Contractor shall have no right to claim any demurrage/compensation from the COMPAT for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

d. Payments of final bill will be released only if it is accompanied by the proof of the following:

i. Having handed over the complete establishment including all materials and equipments of the COMPAT to the Registrar, COMPAT or her authorized representative, in good condition.

ii. Having vacated the COMPAT premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

14. PENALTY:

In the event of the Contractor’s failure to execute the work entrusted to it under this Agreement satisfactorily, the COMPAT shall make alternative arrangement to do it and the difference of cost incurred by the COMPAT thereby shall be recovered from the Contractor’s unpaid bills and Security Deposit.

15. REVISION OF RATE:

Effect of revision of minimum wage as per revised circular of Office of the Labour Commissioner, Govt. of NCT of Delhi may be considered against contractor’s appeal supported by relevant documentary evidence, subject to approval of the Competent Authority of the COMPAT.

16. TAXES, DUTIES AND LEVIES:

All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor.

17. PERIOD OF CONTRACT:

Contract period of the above work is 12 (Twelve) calendar months from the date of issue of work order.

18. CONTRACTOR’S SUBORDINATE STAFF AND THEIR CONDUCT:
a. If and whenever any of the Contractor’s employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority.

b. The contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.

c. All Contractors personnel entering into the COMPAT premises shall be properly identified by badges of a type acceptable to the COMPAT which must be worn by them at all times during duty hours.

d. The Contractor will be required to submit details like photograph, name, father’s name, address, contact number, educational qualifications and experience of the staff engaged by him in the COMPAT at the time of commencement of the contract. Any replacement of staff by the Contractor should be immediately informed to the Registrar, COMPAT.

19. COMPLETION OF CONTRACT:

a. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

20. PAYMENT OF CONTRACTOR’S BILL:

a. Payment due to the Contractor shall be raised by the Contractor to the COMPAT by the 3rd day of every month. Payment is to be made on the basis of actual attendance of the labourers. However, the final payment shall be made to the Contractor within 10 days of the submission of bill after completion of all the obligations under the contract.

b. Payments of bill shall be released only if it is accompanied by the proof of the following:

   i. Certified Attendance Sheet;
   ii. Receipted payment of wage sheet to employees for the preceding month.
   iii. Entry challan of gardening materials provided and the bill thereof.
   iv. The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in COMPAT along with the EPF/ESI number issued by concerned authorities.

c. Payments of Security Deposit, Earnest Money and final bill will be released only if it is accompanied by the proof of the following:

   i. Having handed over the complete establishment including all materials and equipments of the COMPAT or the authorized representative, in good condition.
ii. Having vacated the COMPAT premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

d. In execution of this contract, regarding upward and downward revision of wages from time to time, the COMPAT shall follow the schedules and circulars of the Labour Commissioner, Government of NCT of Delhi.

e. All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule.

21. **ACCIDENT OR INJURY TO WORKMEN:**

The COMPAT shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident or injury resulting from any act or default of the COMPAT. The Contractor shall indemnify and keep indemnified the COMPAT against all such damage and compensation whatsoever in respect or in relation thereto.

22. **DAMAGE TO PROPERTY:**

The Contractor shall be responsible for making good to the satisfaction of the COMPAT any loss or any damage to all structures and properties within the premises of COMPAT. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives, he shall make good the loss as assessed by the COMPAT.

24. **JURISDICTION:**

The Contract will be governed by the Laws of India, for the time being in force as amended from time to time. Any disputes arising out of this contract will be settled in a court of law of competent jurisdiction. The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

25. **GENERAL RULES:**

Smoking and drinking within the entire area of the COMPAT is strictly prohibited.

26. **SITE FAMILIARISATION:**

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.
PART-II

SCHEDULE-I

SCHEDULE OF MINIMUM WAGES PER PERSON PER MONTH
(Bidder to quote as per latest Govt. Notification)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Supervisor (Skilled)</th>
<th>Labourer (Garden) (Un-Skilled)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Employees State Insurance (ESI) 4.75%</td>
<td></td>
<td></td>
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<tr>
<td>C</td>
<td>Employees Provident Fund (EPF) 13.61%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus (8.33%)</td>
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<td></td>
</tr>
<tr>
<td>E</td>
<td>Total</td>
<td></td>
<td></td>
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<tr>
<td>F</td>
<td>Cost per head</td>
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<td></td>
</tr>
</tbody>
</table>

Note: This schedule is as per latest notification issued by the office of the Labour Commissioner, Government of Delhi NCT, regarding minimum wages. Relevant circular is to be attached by the bidder.

Signature of the Bidder with date and seal
To

The Registrar,
Competition Appellate Tribunal,
1, Shahjahan Road,
Kota House Annexe,
New Delhi-110011.

Madam,

1. I/We have submitted the sealed price bid for appointment as ______________ Contractor at COMPAT ________________.

2. I/We have thoroughly examined and understood the instructions to tenders, terms & conditions of the contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.

3. I/We hereby offer to provide security at the following percentage of service charge on the basic minimum wages notified by the Govt. of NCT of Delhi as the case may be, applicable at the time of award of the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

<table>
<thead>
<tr>
<th></th>
<th>Supervisor (charges per month in Rs.)</th>
<th>Labourer (Garden) (charges per month in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per person</td>
<td>01 person</td>
</tr>
<tr>
<td>Minimum wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.P.F.</td>
<td></td>
<td></td>
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<tr>
<td>E.S.I.C.</td>
<td></td>
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<tr>
<td>Bonus</td>
<td></td>
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<tr>
<td>Any other charges, if</td>
<td></td>
<td></td>
</tr>
<tr>
<td>any</td>
<td></td>
<td></td>
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<tr>
<td>Service Tax</td>
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</tbody>
</table>

Any rates quoted in any other manner than the above will summarily be rejected. In case the minimum wages are revised upward, the contractor will not be entitled for revision of his service charges.

a. I/We undertake to take responsibility of the statutory liabilities such as payment of minimum wages. EPF, ESI, Bonus etc. and will charge as per actual contribution made to the concerned authorities against documentary proof and no service charges/Adminn, overhead will be payable on these contribution.

I/we agree to keep the offer open for acceptance up to 02 months.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open
be declared a holiday for the COMPAT, the offer would remain open for acceptance
till the next working day.

5. I/We do hereby declare that the entries made in the tender and appendices/schedules
attached with Technical Bid are true and also that we shall be bound by the act of
my/our duly constituted attorney, Shri __________________ whose signature is
appended hereto in the space as specified for the purpose and of any other person who
in future may be appointed by me/us to carry on the business of the concern whether
any intimation of such charge is given to the Registrar, COMPAT or not.

Yours faithfully,

__________________________
Signature of Tenderer
(Capacity in which signing)