

TENDER DOCUMENT

Service Contract for providing Security

Guards

At

Competition Appellate Tribunal

1, Shahjahan Road,

Kota House Annexe,

New Delhi – 110 011

NOTICE INVITING TENDER

Dated: 20th December, 2016

The Competition Appellate Tribunal (COMPAT) invites sealed tenders in two bid system from reputed and experienced firm for "Providing unarmed security guards in Competition Appellate Tribunal, 1, Shahjahan Road, Kota House Annexe, New Delhi – 110011.

1. This can be downloaded from COMPAT website www.compat.nic.in as well the website of Ministry of Corporate Affairs i.e. www.mca.gov.in.
2. The tender shall be submitted in three separate sealed covers, duly completed in all respects viz. one for "earnest money", the second for "technical bid" and the third for "financial bid" and shall be submitted by 5.00 p.m. on 09.01.2017 in the tender box kept at the Reception in the Competition Appellate Tribunal. The technical bid will be opened on 10.01.2017 at 11.00 a.m. at the same address. The financial bid will be opened on 10.01.2017 at 3:00 p.m. unsealed tender shall be summarily rejected.
3. The Registrar, Competition Appellate Tribunal reserves the right to cancel the tender.
4. Earnest money, amounting to Rs. 20,000/- (Rupees Twenty Thousand only) as Demand Draft in favour of "Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi" must be accompanied in each tender application.
5. The contractor, whose tender is accepted will be required to furnish security deposit of Rs.65,000/- (Rupees Sixty Five Thousand only) for the fulfilment of his contract.
6. The acceptance of a tender rests with the COMPAT, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
7. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
8. All rates should be quoted in the proper form in the tender.
9. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from COMPAT shall be communicated to the COMPAT.
10. The tender shall remain open for acceptance for a period of 3 months from the date of opening of tenders.
11. It will be obligatory on the part of the tenderer to tender and sign the tender documents on each page.
12. The tenderers should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue.

TECHNICAL BID

Registrar, Competition Appellate Tribunal (COMPAT), invites tenders from registered and authorized contractors/agencies having experience and expertise in providing security services to Central Govt., State Govt., PSU and large Pvt. Companies for providing unarmed Security Guards for a period of one year extendable for a further period of one or more year on mutual consent on same terms & conditions.

1. Place of providing security guards:

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

2. Brief description of works:

The contractor shall provide Security service by providing unarmed Security Guards at different places in the office according to the requirement to be intimated to the contractor in writing or otherwise by the authorized officer(s) of the COMPAT from time to time. The contractor shall ensure safety of properties, personnel and vehicles of the COMPAT by deploying Security guards round the clock in three shifts of eight hours.

The tenderers must get themselves fully acquainted with the location of the office before submission of tender.

3. Volume of work:

Security of Competition Appellate Tribunal by deputing unarmed Security Guards. The instruction to be followed for submitting the tender are set out below:-

(a) Signing of Tenders :-

- (i) Person or persons signing the tender shall state in what capacity he is or they are signing the tender e.g. as sole proprietor/partner to a firm or a Secretary/Manager/Managing Director, etc. of a limited company.

4. EARNEST MONEY:

Each tender must be accompanied by an earnest money of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand draft of Scheduled Bank in favour of "Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi". Bid not accompanied by earnest money are liable to be rejected.

The earnest money shall be liable to be forfeited in the event of the tenderers failing to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the COMPAT under contract and law. The earnest money will be returned to all unsuccessful tenderers without interest as soon as practicable, after decision on tenders and the successful tenderer furnishing a security deposit. No interest shall be payable on the amount of earnest money in any case.

5. SECURITY DEPOSIT:

- (a) The successful tenderer shall furnish within a week of the acceptance of his tender a security deposit of Rs.65,000/-(Rupees Sixty 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.

6. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:

A. Self attested copies of the following documents are to be annexed:-

Document - I	Valid license for running of Security service agency and requisite registration certificate under various statutory provisions like PASARA, labour laws, Employees Provident Fund and Miscellaneous Provision Act., ESIC etc.
Document - II	Work experience certificate and work presently in hand including details of establishments where the firm has provided the Security Guard in the past 3 years, including numbers of Security Guards supplied to each unit and the value of contract along with documentary proof.
Document - III	Attested copies of power of Attorney, if relied upon.
Document - IV	Income Tax Pan No. of Firm.
Document - V	Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.
Document - VI	Name and address of all the partners/ Directors/ proprietors as the case may be.
Document- VII	ESIC/EPF registration Nos.
Document -VIII	Name of Bankers, Copies of the IT Returns for the last three years.
Document -IX	Earnest money deposit.
Document -X	All other Document mentioned in NIT, Tender document its annexure, schedules.
Document -XI	Service Tax registration No.

Document – XII The annual turnover of the firm should not be less than one crore per annum. Documentary evidence to be enclosed.

(B) The Tenderer should sign and stamp on each page of the tender document for acceptance of all terms and conditions and the same should be enclosed in the technical bid.

7. **OPENING OF TENDER**

The tender will be opened in the room of the Accounts Officer, Competition Appellate Tribunal at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.


The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable

8. **CORRUPT PRACTICES:**

Any bribe, commission, advantage offered or promised by or on behalf of the tenderer to any officer or servant of the COMPAT shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered, Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

9. **INTERVIEW AND ACCEPTANCE OF TENDER**

The tenderer should be prepared to proceed to COMPAT and without any obligation, if called upon to do so, for an interview by the Registrar or an officer authorized to act on her behalf from COMPAT as the case may be at their own expense. The Registrar COMPAT reserves the right to reject any or all the tenders without assigning any reason and does not bind herself to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/fax or formal acceptance of tender.


20/12/16
(Shaji.M)
Accounts Officer

TERMS & CONDITIONS COVERING CONTRACT FOR SECURITY SERVICES

- (1) The parties to the contract are the successful bidder (hereinafter referred to as “the contractor”) and the Competition Appellate Tribunal (hereinafter referred to as “COMPAT”), represented by the Registrar and/or any other person authorized to act on behalf of the COMPAT.
- (2) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority Registrar, COMPAT may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.
- (3) The contractor(s) shall not sublet transfer or assign the contract or any part thereof without the prior written approval of the COMPAT. In the event of the contractors contravening this condition the COMPAT is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the COMPAT may sustain in consequence or arising out of such replacing of the contract.
- (4) All persons employed by the contractor(s) shall be engaged by them/him as their/his own employees in all respects and the responsibilities/obligations under contract Labour (R&A) Act 1970, the Indian Factory Act the Workmen Compensation Act ‘Employees Provident Fund Act’ and under Minimum Wages Act and various other statutory enactments shall be that of the contractor. The contractor shall indemnify the COMPAT against all the claims whatsoever in respect of the said personnel and workmen compensation Act, EPF Act, ESI Act, or any other statutory/provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall co-ordinate with ESI authorities to get the family treatment card for security guards.
 - (a) The contractors shall during the period of contract pay not less than minimum wages to the Security guard engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by the appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the Act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.
- (5) The Registrar, COMPAT reserves the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when contractor produces proof of fulfilling statutory obligations stipulated in different labour Act/rules/instructions/ circulars etc. applicable to the Contract.

- (6) The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.
- (7) The relieving charges will be payable for the Security Guard who is engaged for all the days in a month because the minimum wages is payable for 26 working days where four/five holidays are allowed.
- (8) The Agency will be directed to ensure that no Security Guard is required to discharge duty for more than 8 hours.
- (9) The contractor is liable to provide washing facilities and first aid facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.
- (10) The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for a further period of one or more year on the same terms & conditions or such later date as may be decided by the Competent Authority in COMPAT. But the Competent Authority reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the contractor(s) at their last known place of residence/ business and the contractors shall not be entitled to any compensation by reason of such termination. The action of the Competent Authority under this clause shall be final and binding on the contractors and shall not be called in question. The contractor shall ensure that statutory working hours of each personnel in no case should be for more than 8 hours in a day.
- (11) The contractor shall be responsible to supply adequate and sufficient security personnel/guards under the contract in accordance with the instructions issued by the COMPAT. If the contractor fails to supply the requisite number of security personnel, the COMPAT shall at its entire discretion, without terminating the contract be at liberty to engage other security personnel at the risk and cost of the contractor(s), who shall be liable to make good to the COMPAT all additional charges, expenses, cost of losses that the COMPAT may incur or suffer thereby. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Registrar, COMPAT shall be final and binding on the contractor(s).
- (12) The contractor(s) shall furnish within seven days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Registrar, COMPAT under the terms of the contract.
- (13) The COMPAT shall not be liable for payment of any interest on the security deposit or by depreciation thereof for the time it is held by the COMPAT.
- (14) The Security will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a 'No Demand

Certificate' subject to such deduction from the security, as may be necessary for making the COMPAT claims against the contract.

- (15) In the event of termination of the contract, Registrar, COMPAT shall have the right to forfeit the entire or part of the amount of security deposit lodged by the contractor(s) or to appropriate the security for the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the COMPAT.
- (16) The decision of the Registrar, COMPAT in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor(s).
- (17) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due, or which any time thereafter become due to the contractor(s) under this or any other contract with the COMPAT. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the COMPAT on demand the remaining balance due.
- (18) Whenever the security deposit falls short of the specified amount the contractor(s) shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.
- (19) The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by the COMPAT due to the contractor's negligence and or the personnel deployed by him or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to the COMPAT or in particular to any property or plant belonging to the COMPAT due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of the Registrar, COMPAT regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by the COMPAT shall be final and binding on the contractor(s)
- (20) The COMPAT is entitled to claim for any amount as a consequence of (19) above and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with the COMPAT. In the event of the sum which may be due from the COMPAT, as aforesaid being insufficient, the balance of the total sum claimed shall be recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by the COMPAT, the contractor shall pay to the COMPAT on demand the remaining balance of the aforesaid sum claimed. The Registrar, COMPAT will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them. The decision of the Registrar, COMPAT in this regard shall be final and binding on the contractor(s).
- (21) Any sum of money due and payable to the contractor(s) (including security deposit returnable to them) under this contract may be appropriated by the COMPAT and set

off against any claim of the COMPAT for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the COMPAT.

- (22) Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under:
- (a) Minimum wages as applicable for unarmed Security Guard under semi-skilled category whereas for Security Supervisor minimum wages as applicable under skilled category, duly notified by Govt. of NCT of Delhi from time to time, as the case may be.
 - (b) EPF
 - (c) ESI
 - (d) Bonus
 - (e) Relieving charges
 - (f) Service tax
 - (g) Such other statutory charges, if any,

The above list of statutory payment is only indicative and not exhaustive.

- (23) Payment will be made by the COMPAT on submission of bills duly completed in all respects.
- (24) The contractor should submit all his bills in the following month, payment of which will be made through NEFT/RTGS to the contractor.
- (25) 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.
- (26) The contractor(s) shall carry out all items of services assigned or entrusted to him/them by the Registrar or an officer acting on her behalf and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the Registrar or an officer acting on her behalf together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsibility and in a business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- (27) The contractor shall engage competent adequate staff and Security Guard personnel to the satisfaction of the Registrar or an officer acting on her behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate the COMPAT for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives, The COMPAT shall have the right to ask the dismissal of any employee of the contractor(s) who in her opinion is hampering the smooth execution of the work and her decision regarding losses caused by neglect and misconduct etc. of the contractors, their servant and agents of representative shall be final and binding on the contractor.

- (28) The contractor(s) shall advise the Registrar and officers authorized to act on her behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be the duty of such representative(s) to call at the office of the Registrar or an officer acting on her behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (29) The contractor(s) shall strictly abide by Laws, rules & Regulations.
- (30) The contractor(s) 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.
- (31) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract the same is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately replace the terminated agency.

Signature of Tenderer

TERMS & CONDITIONS COVERING CONTRACT FOR PROVIDING SECURITY SERVICE BY SUPPLY OF UNARMED SECURITY GUARDS AT COMPETITION APPELLATE TRIBUNAL

1. Security contractor will provide unarmed security guard arrangement round the clock. The contractor shall ensure the safety and security of the COMPAT personnel, properties and vehicles in COMPAT by deploying guards following shifts for 365 days of a year:-

2.

Gate No.1	03 Security Guards	03 shifts duty with round the clock hours	Seven days week
Gate No.2	01 Security Guard	01 shift duty (9:00 am to 5:30 pm)	Five days week (Monday to Friday)
Frisking	02 Security Guards (1 male & 1 female)	01 shift duty (9:00 am to 5:30 pm)	Five days week (Monday to Friday)
Supervisor	01 Supervisor	01 shift duty (9:00 am to 5:30 pm)	Five days week (Monday to Friday)

3. The security contractors will undertake to provide unarmed security guard to the COMPAT, and the security contractors will be directly responsible for payment of their salaries not less than the rates of minimum of wages notified by the appropriate authorities from time to time.
4. The contractors shall quote his service charges inclusive of all taxes for providing the security service.
5. In case the minimum wages are revised upward, the contractor would not be entitled for any revision of his service charges.
6. The minimum wages as applicable for security guard under un-skilled category whereas for Security supervisor, minimum wages as applicable under matriculate category as notified by the Govt. of NCT of Delhi from time to time.
7. The supervisor will be a retired person from the Military/Para military force and the security guards may be civilians.
8. In case of any negligence, connivance (direct/indirect) of any personnel deployed by Security contractor(s) for the security and safety of the property of the COMPAT, or there being any theft, pilferage, misappropriation, burglary of stocks/stores or any other loss or damage of the COMPAT property for whatsoever reason, the security contractor will be responsible and liable to compensate the losses as evaluated by the Registrar, COMPAT, Delhi or any other authorized officer of the COMPAT. The decision of the Registrar, COMPAT shall be final and binding on the Security contractor.
9. The security contractor shall be responsible for providing and maintenance of uniform to the Security Guards and shall also ensure that these are worn by them at all time while on duty in clean and neat conditions.

10. If COMPAT considers that the replacement of a particular Security Guard personnel supplied by the Security contract is necessary, this will be done by the Security contractor on receipt of the written request from the COMPAT.
11. The COMPAT will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Security Contractor. The Security Contractor will be the employer of the Security Guard personnel and the COMPAT will have no concern/liability whatsoever in respect of their service.
12. The Security Guard personnel provided by the security contractor shall have no lien of claim in any manner on COMPAT after their services are no more required by the COMPAT or during their deployment. In case, the Security Guard personnel resort to litigation in any court for any reason, the security contractor would be solely responsible towards verdict of the court, at its own cost. The security contractor would be liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against COMPAT and COMPAT is entitled to deduct the sum from the pending or future bills of the security contractor.
13. Only trained and experienced Security Guards personnel shall be supplied to the COMPAT. The contractor shall also provide the nominal roll of the Security Guard personnel along with their photographs to the COMPAT. The character/antecedent verification of Security Guard so engaged will be got carried out by the contractor at its own cost and to the satisfaction of COMPAT from the concerned police authorities within one month of their engagement and each Security Guard will be provided with an identity card by the security contractor which shall be countersigned by the security contractor. The identity cards shall be displayed on their person while on duty.
14. The Security Guard personnel engaged by the Security contractor shall be competent to deal with the antisocial elements and will also provide protection to COMPAT staff/officers while on duty to COMPAT office.
15. The security guards to be deployed by the firm must be able to read and write. The security firm shall have to maintain registers as required by the Competition Appellate Tribunal from time to time at their cost. The firm shall submit copies of the discharge certificates and proof of educational qualification of the security guards at the time of execution of agreement and get them verified by the Competition Appellate Tribunal before deploying the security guards. The document shall also be verified for any change in the security guards.
16. The COMPAT will provide a table, chair and telephone with intercom facility, if necessary to the supervisor and the security guards. The stationary shall be provided by the firm.
17. The security guards to be engaged by the firm must be of sound health. If any of them are found not medically fit including intoxication prior to or during the continuance of the contract, then the firm shall not employ or engage them and the COMPAT shall have the right to refuse admission to such employees of the firm into COMPAT premises.
18. The contractor shall keep COMPAT indemnified from all acts, omission, faults, breaches and, or claim payments, loss, injury and expenses under which COMPAT may be put to or involved as a result of the failure of the contractor to fulfil any of its obligations.

19. The contractor shall provide the security guards all the materials necessary for security purposes like torch with cell, gum-boot, sticks etc. at his own cost.
20. The COMPAT reserves the right to ask the firm to remove any guard found to be not discharging his duties satisfactorily or of doubtful character and the contractor will immediately remove such person or persons and replace them immediately with suitable persons.
21. The COMPAT will not provide any residential accommodation in the premises of the COMPAT or elsewhere for the personnel deployed by the contractor. The contractor will have to make their own arrangement for their residence at their own cost.
22. In case of any pilferage or theft the firm or his representative shall report the matter immediately to the Registrar, COMPAT or an officer acting on her behalf and shall also take-up the matter with the police for proper investigation and recovery of loss. If such a loss is due to negligence, absenteeism or dereliction of duty by the security personnel deployed by the firm, the same shall be recovered by the COMPAT from the contractor.
23. The contract would be terminated in case any complaint regarding the services of the contractor is unattended even after 02 warnings.
24. The duties of the security guards are as follows:-
 - i. Round the clock security of COMPAT property, personnel, Vehicles etc.
 - ii. Frisking of all the visitors and staff members working in COMPAT at the time of entry and exit.
 - iii. Guidance to visitors for proper parking of vehicles.
 - iv. Patrolling round the clock in entire COMPAT building to avoid any theft.
 - v. Protection of building property/personnel from anti socials elements.
 - vi. Operation of main gates i.e. opening in the morning at 8:00 a.m. and closing in at 6:00 p.m.
 - vii. Report to Registrar, COMPAT or an officer acting on her behalf in case of any mis-happening.

Tenderer's

1. Address: _____

2. Telephone No. _____

Signature of Tenderer

APPENDIX -I

I. NAME AND ADDRESS OF THE TENDERER AND ADDRESS:

II. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where the Head Office and branches if any, are located along with details of the sister concern(s).

III. EXPERIENCE OF WORKING:

Full particulars should be given if the tenderer has worked as a Security contractor of the Central Govt., State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of the Central or State Governments or Railway etc. Certificate of experience for preceding 3 years to be enclosed.

(A) Whether entered into any contract with COMPAT earlier (if so, give details)

(B) Whether EMD/Security deposit of the contractor has been forfeited by COMPAT/any PSU/ State govt.

(C) In case, the firm is black listed by any authority of Govt. of India, the same may be intimated to the COMPAT.

Note: The tenderers whose EMD/SD has been forfeited or black listed by the Govt. of India, will be dis-qualified.

Signature of Tenderer

FINANCIAL BID

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.

	Security Supervisor (Ex-serviceman) (charges per month in Rs.)			Security guards (non Ex-serviceman) (charges per month in Rs.)		
	Per person	01 person	Total	Per person	06 persons	Total
Minimum wages						
P.F.						
E.S.I.C.						
Bonus						
Any other charges, if any						
Service Tax						

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/Admn, overhead will be payable on these contribution.

I/we agree to keep the offer open for acceptance up to 03 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 appendixes/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)