

**CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH, ALLHABAD**

35, M.G. Marg, Civil Lines, Allahabad-01

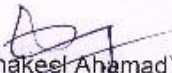
No: CAT/Alld./Admn./outsourcing/2015

Dated: 29.04.2016

TENDER NOTICE

Sub: Engagement of Trained Drivers in the office of Central Administrative Tribunal, Allahabad Bench- invitation of tenders.

Competent Authority, Central Administrative Tribunal, Allahabad Bench, Allahabad intends to engage Drivers through outsourcing in the office of CAT, Allahabad Bench, Allahabad. Sealed Tenders in two bid system i.e. Part-1 technical bid (Eligibility Parameters & Part II Financial bid) along-with earnest money of Rs. 10000/- in the shape of pay order or demand draft in favour of Joint Registrar, CAT, Allahabad Bench, Allahabad are invited from the registered agencies/Service providers. The interested outsourcing agencies may send their offers along-with earnest money in the sealed cover in the format which can be obtained from this office on any working day or can be downloaded from the website www.cgat.gov.in, so as to reach the Joint Registrar latest by 31.05.2016 at 5.00 PM duly super scribed on envelop 'Tender for outsourcing Driver'. The tenders will be opened on 16.06.2016 at 4.00 PM or on the date and time fixed by the Competent Authority in the presence of tenders who may like to be present. The CAT, Allahabad Bench, Allahabad reserved the right to accept or reject any/all tenders without assigning reasons.


(Shakeel Ahmad)
Dy. Registrar (A)

PART - II
Financial Bill

LUMB SUM Rates to be quoted for outsourcing of the manpower including wages, EPF, ESI, Service Tax, Administrative Charges etc.

Sr. No.	Nate of the Activity	Lump sum Rates per month (in Rs.)
(1)	(2)	(3)
1	Post of Driver	

Note:

- (1) The rates quoted above shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the tender.
- (2) Leave reserve for weekly rest and other holidays / National holiday shall be provided by the service provider and no extra charges will be paid by CAT Allahabad Bench, Allahabad.
- (3) The selected agencies will have to sign the service agreement on the given format within seven days from the date of the receipt of work order.

I/we certify that I/we read the terms and conditions of the tender as well as the provision as mentioned in the service agreement. I/we undertake that it is my/our responsibility to ensure that being the employer in relation to person engaged/deployed by me/us to provide the service/activities under this service agreement as well as to make the payment of monthly wages/salaries which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act 1948 along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link insurance etc. to the employee. I/we undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of wages Act 1936, Minimum Wages Act 1948, Contract Labour (regulation and abolition) Act 1970, State/UT Contract Labour (R&A) Rules, 1974, EPPF Act, 1952, ESI Act, 1948 as applicable and as amended from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Certified that I/we have read over the tender document containing the nature and scope of work terms and condition and the draft of service agreement and have understood the contents.

I/we undertake to abide the terms and conditions as laid down in the tender document and the service agreement in case the work order is allotted to me/us in near future.

Place.....
Dated.....

Signature of Tenderer.....
Name of the Tenderer.....
Address.....

TENDER DOCUMENT/FORMAT FOR PROVIDING OUTSOURCING SERVICES TO THE CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD BENCH, ALLAHABAD.

PART - I
ELIGIBILITY PARAMETERS

Affix duly attested
P.P. Size recent
Photograph of
Prospective bidder

1.	Name of the Organization/Firm applying for providing outsourcing services.	
2.	Postal Address.	
3.	Telephone/FAX/Mobile No. of the Organization/Firm	
4.	Status of the Organization/Firm (Whether Private or Public Sector undertaking or sole proprietor or Partnership or Cooperative Society etc.)? The tender should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
5.	Details of FAX/TAN No. obtained (attested copy of the document to be attached).	
6.	Whether the tenderer possesses the requisite experience, if yes, give details. Separate sheet be attached if needed.	
7.	Particulars of Licence obtained from Labour/Home Department of the State/UT (attested copy of the document to be attached).	
8.	The details of Service Tax No. Allotted to organization/firm (copy of document to be attached).	
9.	Details of Registration with the authorities in ESI/PF/PPF Departments (attested copy of the document to be attached).	
10.	Financial resources, assets in terms of tender's property (Movable and immovable) held on the date of submission of tender (Latest audited balance sheet is also to be attached).	
11.	Details of earnest money FDR/DD No. Name of Bank	
12.	Profile of the organization. 1. <u>Technical</u> Manpower on roll any post (Govt. Department) 2. <u>Financial</u> Annual turnover in Lacs 3. <u>Miscellaneous</u> ISO Certification of firm. Yes/No	
13.	Declaration in the form of Affidavit that the individual/ Firm/Organization including its partners and shareholders was not black listed/prosecuted by any Department/Statutory Bodies in Allahabad or by any Court of law and fully understood at the terms & conditions contained herein and undertake myself/ourselves abided by them is to be attached.	

S. No	Location where manpower is required.	Activity to be outsourced.	Scope of Work	Job requirement.
(1)	(2)	(3)	(4)	(5)
1.	Joint Registrar, CAT, Allahabad Bench Allahabad.	Post of Drivers	Driving staff car of Hon'ble Members	Middle pass with good physique and having valid driving licence.

Terms and conditions

1. All the information as required in the tender document should be filled up the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender declared is a holiday the tender shall be received/opened on the next following day at the same time.
3. The Agency will have to deposit security to the tune of Rs. 10,000/- in the shape of Fixed Deposit receipt covering the period of contract duly pledged in favour of the Joint Registrar, Central Administrative Tribunal, Allahabad Bench, Allahabad.
4. The manpower to be provided by the agency shall always remain the employees of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any Court of law.
5. All the persons provided by the service agency/provider should be healthy physically fit and free from communicable disease. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the Department including wages and other statutory liabilities and benefit such as PF, ESI etc. available to the employees under Labour/Minimum Wages Act.
6. The service provider shall be responsible for the attendance of his staff in the Department. In case of any staff of the agency remains absent or granted leave by them, they will sent/arrange his/her substitute otherwise a penalty of Rs. 500/- per-day per person will be imposed upon him and the penalty so imposed will be deducted from the bill of the agency.
7. In case of inability of personnel deputed to the job in this Department the same will be got done from the market at the risk cost of service provider and amount will be deducted from the bill presented in the Department.
8. In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited
9. The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, residential address, date of birth, academic qualification, previous experience etc. alongwith a photograph of the person.
10. The antecedents of the personnel deployed by the service provider should be credible and above board.

11. The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage theft/breakage the agency will be responsible. The Joint Registrar, CAT, Allahabad Bench, Allahabad will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Joint Registrar, CAT Allahabad Bench, Allahabad to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Department.
12. That the agency shall not sub-let the contract to any other concern/individual.
13. The agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of the Department in the presence of person authorized by the Joint Registrar, CAT on or before the 10th of each month. The PF/ESI contribution will be released after seeing the statement that the agency have deposited its part of the contribution in advance.
14. The agency will responsible for the payment of statutory liabilities such as PF/ESI and other charges etc. if any, in respect of persons deputed in the Department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
15. The service agreement will be for a period of six months from the date of taking over the charge of work. The department may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions.
16. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill [Gross Amount] of the Agency.
17. The Agency will have to deposit earnest money of Rs. 10,000/- with the tender in favour of Joint Registrar, CAT, Allahabad Bench, Allahabad in shape of pay order/demand draft payable at Allahabad.
18. The agency awarded six months contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement.
19. The agency will be responsible for obtaining a licence/renewing the licence as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act 1970 and Department shall not be responsible for any damages/losses on the account.
20. The agency will have to observe all the rules and regulation pertaining to PF and Labour laws as applicable.
21. The Central Administrative Tribunal, Allahabad Bench Allahabad reserves the right to terminate this contract of any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
22. That in case of any dispute with regards to the service agreement the same shall be subject to arbitration by the Joint Registrar, CAT, Allahabad Bench, Allahabad whose decision shall be final and binding on both the parties.
23. The outsource policy for engaging/outsourcing of services/activities issued by Government from time to time will be strictly followed by the outsource agency.
24. All the liabilities arising out of accident or death while on duty shall be borne by the contractor.

25. All necessary reports and other information will be supplied immediately a required and regular meeting will be held with the department.
26. The Department shall have the right within reason to have any person removed that is considered to be under stable or otherwise and similarly contractor reserved the right to change the staff with prior intimation to the department.
27. The personnel engaged by the contractor shall be dressed in neat and clear uniform (including proper name badges, failing which invites a penalty of Rs. 500/- each occasions and habitual offenders in this regard shall be removed from the department.
28. Any damage or loss caused by contractors persons to the department in whatever would be received from the contractor.
29. Any liability arising out of any litigation, (including those consumer courts), due to any act of contractors personnel shall be directly borne by the contractor including all expenses/finos. The concerned contractor's personnel shall attend the court as and when required.
30. The Department will bear no responsibility in the event of any accident/death and in ay case and any claim being enforced by any Court, the department will not bear any finance liability as the contractor shall bear all expenses in such cases.