



'B' Wing, HUDCO Vishala, 14, Bhikaji Cama Place, New Delhi – 110 066 Tele:26701600

Fax:26103861

F. No.A-12024/1/2009-CCI

Dated the 25<sup>th</sup> September, 2010

**Subject:** Tender Notice for outsourcing of Secretarial Assistance on Contract Basis.

\*\*\*\*\*

The Competition Commission of India (CCI), a Commission set up under the Competition Act, 2002 by the Government of India, invites sealed tenders from well established reputed firms/registered service providers for providing secretarial manpower viz. Private Secretaries, Personal Assistants and Stenographers on outsourcing basis. The present requirement is around 14 PSs, 38 PAs and 13 Stenographers. However, the actual numbers will depend upon the actual requirement of the Commission from time to time (approximate no. of 25 Private Secretaries, 105 Personal Assistants and 15 Stenographers).

### 2. Criteria for qualification of the Service Providers:

The following criteria shall be applied for qualification of the Service Providers:

- a. Past experience and SATISFACTORY performance on similar work done for the Departments of the Government of India/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 the CCI.
- o. 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 Stenographers** in one organization during the last 2 years. The name/s of such organizations along with number of persons deployed may be submitted in a tabular form.

- c. The Service provider should have adequate facilities (infrastructure, qualified manpower and expertise) 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 the CCI.
- d. 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.
- e. The provision of training facilities/upgradation of skills of the persons deployed by the service provider, if any (this will be given preference).
- f. The firm should be registered with Excise Department of Department of Revenue.
- g. The Service Provider should have a permanent office in Delhi/NCR.
- h. The turnover of the firm during last 3 financial years should not be less than Rs. Five Crore per annum from similar services.
- Financial worthiness and competence to be substantiated through Income Tax Returns/Certificates. PAN/ST/TIN/VAT No./EPF Registration/ Annual Report (Balance Sheet and Profit & Lose A/c.) for the last 3 years.
- j. Persons deployed by the service provider shall not be less than 18 years in age.
- 3. The approximate number of persons required during the contract period, category wise is as given below:

Sr. No.	Category	Approximate number
1	Private Secretary	25
2	PA	105
3	Stenographers	15

However, above number may be subject to change depending on actual requirement. The qualification and experience required and job description of the categories of the persons to be deployed for secretarial assistance are given at **Annexure-I.** 

- 4. The terms and conditions of the tender will be as **Annexure-II.**
- 5. **Period:** The period of contract will be initially for one year extendable at the discretion of the CCI, depending upon the requirements as well as the performance of the persons deployed and the Service Provider, on an annual review conducted by CCI.
- 6. The tenders i.e. the Technical Bids and the Price Bids should be submitted in the prescribed format given at Annexure III and IV respectively and placed separately in two

sealed covers. The first sealed cover should be superscribed as "Technical Bid" and should contain:

- i. The format at annexure III bringing out Service Provider's profile including the qualifications required as per Para 2 (full details to be furnished to facilitate on the spot verification by CCI. Furnishing inadequate or incomplete or false details will disqualify the bidder).
- ii. Acceptance of terms and conditions at Annexure-II.
- iii. Demand Draft for Earnest Money Deposit.

The second sealed envelope should be superscribed as "Price Bid' which should be in the format at annexure IV containing only rates which are to be quoted on monthly basis for normal duty of 8 hours per day per person and also on hourly basis for duties for additional time.

- 7. <u>Earnest money (EMD):</u> Rs.10,000/- (Rupees ten thousand only) in the form of crossed DD/Pay Order drawn in favour of Competition Fund account, New Delhi and drawn on International/Nationalized/Scheduled Bank must be submitted alongwith the quotations. Offer without EMD will not be considered.
- 8. **Refund of EMD:** EMD of the unsuccessful bidders/contractors will be returned back as soon as a decision is taken by the CCI regarding placement of order. **The EMD** would be returnable on non-interest bearing basis.
- 9. Security Deposit: The successful bidder shall have to furnish a Bank Guarantee from a Nationalised/Scheduled Bank for an amount @ 10% of the estimated contract value for the manpower supplied, which will be encashed in case of any violation of the terms & conditions of the contract, at the discretion of CCI. The security deposit in the form of Bank Guarantee would be returned without any interest on satisfactory completion of contract.
- 10. **Forfeiture of EMD/ Security Deposit:** In case of non-submission of the security deposit and/or non-acceptance of the order, the EMD submitted along with offer is liable

to be forfeited. Likewise, non-performance of the contract will result in forfeiture of security deposit.

- 11. The Commission reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 12. <u>Submission of Offer:</u> Both the sealed covers should be placed in the main sealed envelop superscribed "Tender for supply for Secretarial Assistance" in bold letters and Firm's seal with Address. The envelope should be properly sealed, addressed and submitted on or before the due date & time at the following address and receipt obtained.

Deputy Director (HR)

Competition Commission of India

B-Wing, HUDCO Vishala

14, Bhikaji Cama Place

New Delhi – 110066

- 13. The bids may also be sent by Speed Post/ Courier Service well in advance to reach the above office latest by 3.00 PM on 13.10.2010. Offers received beyond the due date and time of the tender will not be considered.
  - a. Late offer will not be considered and timely submission of tenders is the responsibility of the bidders.
  - b. No excuses, such as delay in issue of pass, traffic problem etc, shall be entertained.
  - c. There should be NO OVERWRITING. The rates shall be typed and not handwritten.
  - d. Offers not fulfilling the requirement shall be rejected.
  - e. Validity of the offer shall be for a period of minimum 90 days from the date of consideration of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.
  - f. Offer must be submitted on firm's letter head duly signed and stamped.
  - 14. In case the Service Provider's offer deviates from CCI requirements and terms and conditions in any manner, these deviations must be clearly indicated in the Tender

letter, failing which, the Commission's requirements and terms and conditions will be binding on the Service Provider.

- 15. One duly authorized representative of each bidder would be allowed to participate in the opening of the tender.
- 16. Opening of Technical Bids:- The technical proposals will be opened and checked for completeness and adequacy of information with reference to the qualification criteria given in para 2 above by the Tender Committee on 14.10.2010 at 11.00 A.M in Conference Room, Competition Commission of India, B-Wing, 3<sup>rd</sup> Floor, HUDCO Vishala Building, 14, Bikaji Cama Place, New Delhi 110066 in the presence of the participating bidders or their authorized representatives. Incomplete bids as well as those with inadequate information will be rejected at this stage.
- 17. **Evaluation of Technical Bids:**-The bids found complete in all respects will be further evaluated with reference to financial soundness, physical facilities, technical competence to provide manpower services of adequate level and in time. For this purpose, the committee may
  - a. visit the premises of the service provider to make on the spot assessment.
  - b. Ask the service provider to make a presentation about facilities available as also their plan of action to provide adequately qualified and skilled manpower and in time, arrangements for rotation, replacement and training of manpower.

Only those bidders found to meet all the qualifying criteria to the satisfaction of the committee will be cleared for opening of price bids.

18. The Price bids of only those Agencies whose technical bids meet the requisite criteria will be opened, for which date and time will be intimated to all concerned separately.

(Dinesh Kumar Dixit) Deputy Director (HR)

Telephone No. 26701665

Name of the post : Private Secretary
 Mode of Recruitment : Outsourced basis

### 3. Qualifications and Experience:

#### **Essential:**

### A. Qualification

- a) Graduate in any discipline
- b) Shorthand Speed 100 w.p.m.
- c) Typing speed of 40 w.p.m.
- d) Proficiency in MS Office applications such as World, Excel and Power Point
- e) Excellent organisational skills and capacity to maintain effective document and record management.
- f) Good drafting abilities and capability to produce presentations, reports and letters.
- g) Good knowledge of both written, and spoken English
- h) Flexibility and ability to work well as a team member
- i) Strong communication skills.
- j) Ability to handle telephonic messages appointments, diary maintenance.
- k) Ability to work under pressure and maintain a professional demeanour

#### **B.** Experience

- a) **Minimum 15 years experience** of this kind of job.
- b) Must have worked atleast for 8 years with any of the Executive Director in Private / Public Sector Company or with officer of the level of Joint Secretary or above in Govt. related Organization.

### Desirable

- a) Diploma / Certificate in Secretarial Practice / Office Management
- b) Diploma / Certificate in Computer Applications
- c) Knowledge of the functioning of the Competition commission or similarly placed organisation.

# 4. Job Description:

The Private Secretary will be responsible for the following tasks:

- a) Keeping agenda organizing and co-ordinating appointments, meetings and tour
- b) Taking dictations.
- c) Typing and archiving correspondence using computer applications
- d) Registering and dispatching e-mails
- e) Filtering telephonic calls.
- f) Responding to queries and requests for information while exercising tact discretion at confidentiality.
- g) Acting as a first point of contact for all enquiries to the officer attached with.
- h) Setting up and maintaining effective filing system.
- i) Designing and composing slides for power point presentation.
- j) Using internet applications.
- k) Performing other related tasks as & when required.

1. Name of the post : Personal Assistant

2. Mode of Recruitment : Outsourced basis

# 3. Qualifications and Experience:

#### **Essential:**

### A. Qualification

- a) Graduate in any discipline
- b) Shorthand Speed 100 w.p.m.
- c) Typing speed of 40 w.p.m.
- d) Proficiency in MS Office applications such as World, Excel and Power Point
- e) Excellent organisational skills and capacity to maintain effective document and record management.
- f) Good drafting abilities and capability to produce presentations, reports and letters.
- g) Good knowledge of both written, and spoken English
- h) Flexibility and ability to work well as a team member
- i) Strong communication skills.
- j) Ability to handle telephonic messages appointments, diary maintenance.
- k) Ability to work under pressure and maintain a professional demeanour

### **B.** Experience

- a) **Minimum 8 years experience** of this kind of job.
- b) Must have worked atleast for 3 years with any of the Executive Director in Private / Public Sector Company or with officer of the level of Joint Secretary or above in Govt. related Organization.

### Desirable

- a) Diploma / Certificate in Secretarial Practice / Office Management
- b) Diploma / Certificate in Computer Applications
- c) Knowledge of the functioning of the Competition commission or similarly placed organisation.

#### 4. Job Description:

The Private Secretary will be responsible for the following tasks:

- a) Keeping agenda organizing and co-ordinating appointments, meetings and tour
- b) Taking dictations.
- c) Typing and archiving correspondence using computer applications
- d) Registering and dispatching e-mails
- e) Filtering telephonic calls.
- f) Responding to queries and requests for information while exercising tact discretion at confidentiality.
- g) Acting as a first point of contact for all enquiries to the officer attached with.
- h) Setting up and maintaining effective filing system.
- i) Designing and composing slides for power point presentation.
- j) Using internet applications.
- k) Performing other related tasks as & when required.

Name of the post : Stenographer
 Mode of Recruitment : Outsourced basis

### 3. Qualifications and Experience:

### **Essential:**

### A. Qualification

- a) Graduate in any discipline
- b) Shorthand Speed 80 w.p.m.
- c) Typing speed of 40 w.p.m.
- d) Proficiency in MS Office applications such as World, Excel and Power Point
- e) Capacity to maintain effective documents and record management
- f) Good drafting abilities and capability to produce presentations, reports and letters.
- g) Good knowledge of both written and spoken English
- h) Ability to handle telephonic messages appointments, diary maintenance.
- i) Ability to work under pressure and maintain a professional demeanour

# **B. Experience Minimum 3 years experience** of this kind of job.

#### **Desirable**

- a) Diploma / Certificate in Secretarial Practice / Office Management
- b) Diploma / Certificate in Computer Applications
- c) Knowledge of the functioning of the Competition commission or similarly placed organisation.

#### 4. **Job Description:**

The Private Secretary will be responsible for the following tasks:

- a) Taking dictations.
- b) Typing and archiving correspondence using computer applications
- c) Registering and dispatching e-mails
- d) Filtering telephonic calls.
- e) Responding to queries and requests for information while exercising tact discretion at confidentiality.
- f) Acting as a first point of contact for all enquiries to the officer attached with.
- g) Setting up and maintaining effective filing system.
- h) Using internet applications.
- i) Performing other related tasks as & when required.

#### TERMS AND CONDITIONS

- 1. <u>Payment Terms</u>: The standard terms of payment are within 30 days from the date of submission of bills in triplicate alongwith work completion certificate certified by the competent authority in CCI. The payment shall be made through Cheque(s) only.
- 2. Payment of salary by Service Provider: The Service Provider shall ensure that the salary to the persons so employed is made by 7<sup>th</sup> day of the succeeding month at the rate quoted by the tenderer in financial bid and in any case not less than the statutory Minimum Wages, including the Dearness Allowance, notified by the Government of National Capital Territory of Delhi from time to time. The payments shall be made in the office premises of the CCI, so appointed by CCI for this purpose, if need be.
- 3. <u>Income Tax</u>: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment made. 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 Commission. 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 contractor 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 Commission on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency 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 Competent Authority in CCI, which will be final and binding on the Service Provider.
- 5. <u>Termination of the Contract</u>: In case of any material violation of any of the terms and conditions by the Service Provider, the Commission reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority will be final and binding.
- 6. Revision of wages: The Service Provider will ensure annual rate of revision of wages @ 0.18% based on All India Working Class Consumer Price Index (Base 2001=100) to be paid by the Service Provider to its employees outsourced to CCI beyond one year period. If contract is extended beyond one year, such escalation may be quoted in the rates for the above purpose, at the time of extension.
- 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 is refused a license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by

CCI and the Commission shall be at liberty to recover losses, if any, from the Service Provider.

- 8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Commission shall not be a party to any dispute arising out of such deployment by the contractor.
- 9. <u>Security Considerations</u>: 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.

### 10. Place of Duty Working Hours and Punctuality.

- a. The Commission 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-11066. 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.
- b. The work hours of the Commission will be from 09.30 a.m. to 6.00 p.m.
- c. 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.
- d. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- e. If need arises, the Secretarial Staff shall have to sit late or come early or attend the Office even 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 on hourly basis.
- f. Tenderers must quote rates for eight hours duty and on hourly basis for extra hours/holidays.
- 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 Commission.
- 13. The copies of appointment letter issued to the personnel deployed in the Commission shall be provided to the Commission.
- 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 Commission. 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 Commission a list of all personnel so deployed with permanent and present address along with their photographs.
- 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 Commission 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 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.
- 18. The Agency 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 Commission.
- 19. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the Commission 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 agency, upon receiving written notice from Commission. Notwithstanding above, the Commission has the right to ask to change/replace the personnel at any point of time without assigning any reasons.
- 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 Commission 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 Commission by the personnel so employed. The CCI will be free to recover it from the security deposit given by the Agency or from any other dues.
- 23. The Service Provider's personnel working in Commission should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote good will and enhance the image of the Commission. 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 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 person shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Commission under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. 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 regarding 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 Commission.
- 28. The transportation, food, medical and other statutory requirement in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the Commission 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 Commission to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 30. For every number of persons deployed in the multiple of 25 in CCI, the Service Provider will provide a Manager who will be responsible for punctuality, discipline and functioning of outsourced staff deployed in CCI and will work as Liaison Officer between CCI and the Service Provider. This arrangement will be at the cost of Service Provider and no extra payment will be made in this regard by CCI.
- 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. <u>Arbitration</u>: 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 Act, 1940, where the Chairperson, CCI or his nominee will be the Sole Arbitrator.

\*\*\*\*\*

### **Technical Bid Format**

- 1. Company profile
  - i. Name of the firm and registered address
  - ii. Status Partnership/Incorporated/proprietary/others please specify
  - iii. Name, Designation and Address of authorized Officer
- 2. Past experience and performance on similar work done for the Government of India Departments/Statutory Bodies/PSUs/Private Sectors for last three years. (A list of such organizations, with details of manpower provided and period may be provided).
- 3. The Agency 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 stenographers in one organization in last 2 years. The name/s of such organization along with number and details of persons deployed may be submitted.
- 4. The Service Provide 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. Please produce proof.
- 5. The details of facilities available, physical as well as manpower, including reserves, arrangement for skill/knowledge testing of manpower, before deployment by the service provider.
- 6. The provision of training facilities/up gradation of skills of the persons deployed by the service provider, if any.
- 7. The firm should be registered with Excise Department of Department of Revenue. Please produce proof.
- 8. The firm should have a permanent office in Delhi/NCR. Please give name and address of all branch offices.
- 9. The turnover of the firm <u>from similar services</u> during last 3 financial years 2007-08, 2008-09 and 2009-10 should not be less than Rs. Five Crore per annum. Please indicate figures and to be substantiated through Income Tax Certificate/Return. PAN/ST/TIN/VAT No./EPF Registration/annual report (Balance Sheet & P/L A/c.) for the last 3 years. Please produce proof.
- 10. No Person deployed by the service provider shall be less than 18 years in age. Please confirm.
- 11. Please confirm Acceptance of terms and conditions at Annexure-II.
- 12. Demand Draft for Earnest Money Deposit attached. Please give name of Bank, DD or Pay Order No. and date, Amount.

13. Any other information to establish financial worth and technical competence.

Signature

Seal of the firm/ company

# **Price Bid Format**

- 1. Name of tendering company/firm/agency
- 2. Details of Earnest Money Deposit: Rs.
- 3. The components of rates per employee shall comprise such statutory payments & liabilities as applicable.

(A)

Sl. No	Component of Cost per person* (for 8 hrs of duty per day excluding ½ hr. as lunch break)	Private Secretary	Personal Assistant	Stenographer
1	Monthly Wages*			
2	Statutory payment (separate for all required categories under Minimum Wages Act, 1948 as applicable for NCT of Delhi as on date such as ESI, EPF, Bonus etc. indicate separately for each item)			
3	Service Charges of the contractor			
4	Any other financial liability (specify any)			
5	Service Tax as applicable			
6	Total Cost			

<sup>\*</sup> Monthly Wages should not be less than the statutory Minimum Wages including provision for likely revisions during the period of contract.

(B)

Sl. No	Rate of addnl. wages per hour	Private Secretary	Personal Assistant	Stenographer
1	For holidays/beyond 9 hrs. on working days			
	(excluding ½ hr. for lunch break)			

### Note:

- 1. To be filled in with utmost care and after fully understanding the requirements and terms and conditions.
- 2. No overwriting or erasing etc. are allowed.
- 3. The rate quoted is valid for 3 months.

Signature

Seal of the firm/ company