

Appellate Tribunal for Electricity

Core-4, 7th Floor, Scope Complex,
New Delhi, the 11th May, 2010.

Call for quotations for Unskilled Attendant Services for the Appellate Tribunal for Electricity (APTEL)

The Appellate Tribunal for Electricity invites quotations for Unskilled Attendant (Messenger/Peons) Service for office of the Appellate Tribunal for Electricity. The Scope of work and General Instructions for submitting quotations are given below:

1. The quotations are for providing the adequate Manpower for satisfactory completion of the work, required from 9.30 AM to 6.00 PM. on working days (Monday to Friday) and may also be required on holidays and weekends, as detailed below:
 - a. **Services in the offices of the Chairperson and Four Members;**
 - b. **Services in the office of Registrar;**
 - c. **Services in the office of Deputy Registrar;**
 - d. **Services in the office of Director (Admn);**
 - e. **Services in the office of Adm-cum-Accounts Officer;**
 - f. **Support in the Registry;**
 - g. **Support for Adm/Accounts Section;**
 - h. **Support for Library;**
 - i. **Support in the two Court Rooms for two Members of the Bench;**
 - j. **Messenger Boys for delivering/ dak etc for Administration Wing & Registry.**
2. **Period** : The contract will be initially for one year from the date of taking up the supply of manpower. The period of contract may be further extended on mutually agreed terms and conditions, provided the requirement of unskilled Attendants persist at that time or, may be curtailed/terminated at any time before the normal tenure owing to cessation of requirement of deficiency in service or substandard quality of manpower deployed by the service provider. The Tribunal, however, reserves the right to terminate the contract at any time even before the expiry of one year period after giving 10 days notice to the selected service provider.
3. **Eligibility Criteria & Qualification of the service provider**
 - a. The agency must have been registered under the Contractor Labour (Regulation and Abolition) Act, 1970 and have a valid labour License;
 - b. The agency must pay salary to its employees as per the payment of Minimum Wages Act. Copy of acquaintance should be attached along with the bills for claiming payment monthly.
 - c. Must have experience in providing such services earlier. The list of clients for whom the agency is providing similar services may be provided for records and future reference.
4. The quotations should accompany with a copy each (duly attested by a Gazetted Officer) of the following:
 - (a) Certificate of Registration;
 - (b) Copy of PAN/GIR Card
 - (c) Registration of ESI;
 - (d) Registration of EPF;
 - (e) Registration of Service Tax with TAN No.
 - (f) Company Profile and list of clients, if any.
 - (g) Experience certificate alongwith IT return filed for the last three years

5. The quotations complete in all respect in a sealed cover and should be addressed to the Registrar, Appellate Tribunal for Electricity, Core-4, 7th Floor, SCOPE Complex, Lodhi Road, New Delhi – 110003 should reach latest by **26th May, 2010 at 17.00 hours**. Quotations received after the due date and time due to any reason what so ever including postal delays shall not be considered. The tender cover must be superscripted **“TENDER FOR UNSKILLED ATTENDANTS SERVICES”**.
6. The Quotations will be opened **on 28th May, 2010 at 11.30 hours** at the office premises of the APTEL, SCOPE Complex, in presence of the representatives of the agencies. The rates should be quoted only as per format given in Annexure. Conditional bids, quotations without the documents specified in para 4 above shall not be considered and will summarily be rejected. No overwriting/cutting is permitted and in such cases the quotations will be rejected
7. **EMD: An Earnest Money Deposit (EMD) of Rs.25000/- (Rupees Twenty Five Thousand only)**, in the form of an account payee Draft of any Nationalized Bank in favour of Pay & Accounts Officer, Ministry of Power, New Delhi, must accompany each tender bid. Bids without the Draft for EMD shall be summarily rejected. In case the agency is not selected, the EMD will be refunded without any interest. The EMD of selected agency will be adjusted against the Security Deposit as stated in para 12 below.
8. The agency that has quoted the lowest rate on the basis of “Total charges” (may be quoted for minimum of deploying 18 persons indicating rate per person also) in Annexure-II will be selected, however the decision of Hon’ble Chairperson, APTEL shall be final. If the lowest quoted agency does not accept the order, their EMD will be forfeited. **The rates quoted should ensure that the personnel deployed for this service contract are paid as per the statutory norms including the Minimum wages, as prescribed by the Government of Delhi from time to time, and the statutory benefits like PF, ESI, Bonus etc.** (A copy of the latest minimum rates of wages issued by the Delhi Government should be enclosed with the quotation). Any discounts offered or other charges that are levied should be clearly/expressively indicated.
9. The person deployed should carryout the following duties –
 - a. To attend to all individual duties as desired by the Chairperson/Members;
 - b. Carrying all files/papers in their chambers;
 - c. To handle all judicial files in the Courts and filing all papers therein;
 - d. To file all papers/documents received in the Registry in the respective judicial files;
 - e. To attend to all photocopying work
 - f. Delivery of case files to the offices of Chairperson/Members;
 - g. Carrying files and other official papers to them/from them;
 - h. Distributing Notice/Circular amongst the staff of Tribunal;
 - i. Dak delivery to various government offices and also within the office;
 - j. Visiting the offices of the Pay & Accounts Officer, Ministry of Power, Ministry of Home Affairs and other Government offices as and when required for official work;
 - k. Payment of Water, Electricity and Telephones etc. bills of the entire office and residences of the Chairperson and Members;
 - l. Handling of stationery items and library books;
 - m. Attending to all official calls from these officers;
 - n. To serve Tea/Coffee/Lunch in official meetings and to make necessary arrangement etc.
 - o. To carry out all instructions given by the Chairperson/Members and other officers and staff of APTEL
10. The agency shall –
 - a. The agency has to ensure that the persons deployed for the job are reliable and should obtain proper police verification before deployment

- b. Ensure that the personnel deployed for this service contract are paid as per the statutory norms including the Minimum wages, as prescribed by the Government of Delhi from time to time, and the statutory benefits like PF, ESI, Bonus etc. Responsible for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
- c. The monthly wages for the month in which the persons deployed should be made in the subsequent month but not later than 7th of each month.
- d. Ensure that the personnel to be deployed should be a bonafide citizen of India and have passed 8th Standard (preferably 10th class);
- e. The agency shall not deploy any person who has not completed eighteen years of age.
- f. Provide proper uniform (i.e., two sets each of full sleeve white shirt, white full trouser and black shoes) to the personnel deployed.
- g. The persons deployed in this Tribunal will be on the roll of the supplying Agency and have no right for any claim of regular employment in the Tribunal / Govt. service;

11. ***Payment Procedure***

- a. Pre-receipted monthly bills (in triplicate) shall be submitted by the Agency for the services provided in the preceding month after making payment to the deployed staff. The bills shall be processed and paid within a reasonable time. The bills should be submitted alongwith proforma/certificates as required by the APTEL, ESI challan, PF account details of the personnel deployed etc.
- b. **TDS:** TDS at the prescribed rate from time to time would be made from the bills in accordance with the provision of Income Tax Act, 1961.
- c. Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.

12. **SECURITY DEPOSIT:** An amount of 10% from the running bill shall be deducted as security deposit. Security deposit shall be retained by APTEL as contract performance guarantee. The EMD deposited along with the quotations will be adjusted against the Security Deposits to be deducted on the running bills. The Security Deposit shall be refunded on expiry/completion of the contract, if not extended further. In the event of the agency failing to comply with any provision of the contract the security deposit shall be forfeited by APTEL. No interest shall be payable by the Tribunal on the Security Deposit.

13. **Fore-closure of the service contract in full or part :**

- a. The Tribunal reserves the right to reduce in part or full the scope of the contract during the period of award of contract. The payments would also be adjusted on pro-rata basis as determined by the Tribunal. The revised payment would be accepted by the Agency.
- b. APTEL reserves the right to terminate the contract earlier either in part or in full. In the event of such termination, Agency shall be paid for the actual work performed till the date specified in the notice.

14. **Penalty for non-performance/under-performance:** If the Agency fails to provide competent and adequate number of personnel for satisfactorily completion of the Tribunal work or in case of any delay in deployment of personnel shall be deducted proportionately.

15. **Settlement of Disputes & Arbitration:** In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be settled amicably in the first instance. All unresolved disputes/ difference shall be referred to the sole arbitration of mutually agreed person appointed by the Chairperson, Appellate Tribunal for Electricity, New Delhi.

16. Supervision of the services and manpower deployed:

- a. The Agency will depute one senior person responsible for monitoring the performance and presence of the manpower deployed for the Tribunal.
- b. The person deployed must be well mannered and loyal and if any time found to be guilty of mis-conduct in any matter, the concerned personnel may be replaced by the agency within 24 hours, and such personal shall not be redeployed for duty again.
- c. The Agency should ensure that the person deployed wear a neat and clean uniform while on duty and also discipline like non-consumption of alcohol and smoking while on duty etc.
- d. The personnel deployed, during the course of their work, shall be privy to certain official documents and information which they are not supposed to divulge to third parties. Breaching the above shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provisos besides, action for breach of contract.
- e. Agency shall be held responsible in case any of the person engaged by them creates unwanted situation, unnecessarily shouts, raises slogans against any officer/person within the office premises or during the period of the job order. This act shall be considered as breach of the job assignment and shall be dealt with as may be deemed fit by the APTEL; Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- f. Agency shall be solely responsible for any loss or damage to APTEL's property while it is in his charge during the period of the job order/ assignment.
- g. In case it is felt by the APTEL that any person engaged by the Agency is not suitable for carrying out the job inside the APTEL premises then the person is to be replaced immediately by the Agency.

17. The contract is further subjected to the conditions that

- a. The work shall be carried out properly and of full satisfaction.
- b. The Agency shall have no claim against APTEL in respect of any work withdrawn from them at any point of time during the period of the contract order or reduction in scope of services.
- c. The Agency shall ensure that no problem pertaining to their employees is passed on to APTEL, fully or, partly in any manner whatsoever.
- d. APTEL shall not be responsible or pay any claim or damages/ cost other than rates agreed to in the job order/ assignment.
- e. The agency should not assign or sub-let the contract or any part of it to any other agency. The penalty for non-compliance shall be revoked including forfeiture of the Security Deposit.
- f. APTEL reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

**RATES FOR PROVIDING UNSKILLED ATTENDANTS (PEONS/MESSENGERS)
SERVICES IN THE APPELLATE TRIBUNAL FOR ELECTRICITY**

(Overwriting or cutting may lead to rejection of the quotation)

1. Name of Company/ Firm/Agency:
2. Details of Earnest Money Deposit : Rs.25000/- (**Rupees Twenty Five Thousand Only**)
D.D/P .O. No. & Date:
Drawn on Bank:
3. Rates are to be quoted in both figures and words
Rate per person/per month at an average of 22 normal working days (9.30 AM to 6.00 PM including ½ an hour lunch break) inclusive of all statutory liabilities, taxes, and levies, cess etc.

Rs. _____ (Rupees

Details/break up of Rates Quoted

Sl. No	Component of Rate	Amount per month (in Rs)	
		Per Person	For 18 Persons
1.	Wages * (in case more than one person is being deputed rate per person may also be indicated)		
2.	Contribution towards PF		
3.	Contribution towards ESI		
4.	Any other liability (Pl. indicate)		
5.	Contracts Adm./Services Change		
6.	Others (specify)		
7.	Service Tax		
8.	Total amount quoted		

* The rates quoted should ensure that the personnel deployed for this service contract are paid in accordance with Minimum Wages Act, 1948 and as per the statutory norms including the Minimum wages, as prescribed by the Government of Delhi from time to time, and the statutory benefits like PF, ESI, Bonus etc. (including the employers' contribution etc.)

Rates of Over Time Allowances per person per hour beyond the statutory time-limit in a day

A.	Amount Payable to the person	Rs._____ per hour	
B.	Adm./Service Charges, if any, on (1) above.	Rs.	
C.	Other charges/liabilities if any		
D.	Total		

Date:
Place:

Signature of authorized person
Full Name:
Seal