

Appellate Tribunal for Electricity

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

Call for quotations for Maintenance of the official web-site of the Appellate Tribunal for Electricity (APTEL)

The Appellate Tribunal for Electricity invites quotations for the maintenance and up-keeping Services for official web-site 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 services for **maintenance and up-keeping of the official web-site (including man-power required for the above) in respect of the official web-site of the Appellate Tribunal for Electricity**. The details of work/duties are given in para 9:
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 requirements persist at that time or, may be curtailed/terminated at any time before the normal tenure owing to cessation of requirement or 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 should be in a sealed cover and 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 WBE-SITE MAINTENANCE SERVICES**”.

6. The Quotations will be opened **on 28th May, 2010 at 15.00 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.10000/- (Rupees Ten Thousand only)**, in the form of an account payee Draft of any Nationalized Bank payable in Delhi 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” in Annexure will be selected; however, the decision Chairperson, APTEL will 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.**
9. At present the official web-site of the Tribunal is www.aptel.gov.in. The person deployed should carryout the following duties in the above web-site or any other web-site which may be declared as official web-site of the Tribunal :
 - a. Periodic uploading of material on the website such as Cause lists, Judgments Orders etc. on day-to-day basis;
 - b. Uploading of circulars, new initiatives, pictures etc as and when required on day-to-day basis;
 - c. Recasting and revamping the website in consultation with the Registrar;
 - d. Providing Search engine facility to enable better usage of website and hits counter;
 - e. Prompt response to the suggestions, opinions etc of the visitors;
 - f. Knowledge management and creation, enriching the website in order to enhance its utility;
 - g. Necessary liaison with the domain provider (i.e., National Information Centre) in connection with the above work;
 - h. Any other work related to website as required by the Tribunal.
10. The agency shall –
 - a. The agency has to ensure that the persons deployed for the job are reliable and should have 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. Shall be responsible for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
 - c. Ensure that the personnel to be deployed should be a bonafide citizen of India.
 - d. The person deployed should be a Graduate having necessary technical knowledge (such as web-design etc.) to maintain and upkeep the web-site should be having previous experience in such matters.
 - e. The agency shall not deploy any person who has not completed eighteen years of age.
 - f. 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. Payment would be made on quarterly basis after satisfactory provision of services for the period and submission of bills in triplicate. The bills shall be processed and paid within a reasonable time.
- 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 continued 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 satisfactory completion of the Tribunal work or in case of any delay in deployment of personnel appropriate deductions will be made from the bills claimed by the agency.

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, APTEL.

16. **Supervision of the services and manpower deployed:**

- a. The Agency will monitor the performance and presence of the manpower deployed for the work of 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 immediately and such personal shall not be redeployed for duty again.
- c. The Agency should ensure that the person deployed wear a neat, clean and proper office attire and maintain discipline & behavior 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 WEB-SITE MAINTENANCE KEEPING 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.105000/- (**Rupees tEN Thousand Only**)
D.D/P .O. No. & Date:
Drawn on Bank:
3. Rates are to be quoted in both figures and words
(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)
1.	Charge for Web-site maintenance *	
2.	Any other liability (Pl. indicate)	
3.	Contracts Adm./Services Change	
4.	Service Tax Liability @ _____ %	
5.	Total amount quoted	

* The rates quoted should also inclusive of man-power deployed for the maintenance and other statutory requirements.

Date:
Place:

Signature of authorized person
Full Name:
Seal