

**Appellate Tribunal for Electricity
(Ministry of Power)**

Core-4, 7th Floor, Scope Complex,
New Delhi, the 17th Nov. , 2017

Call for tenders for Drivers Services (Skilled) for the Appellate Tribunal for Electricity (APTEL)

The Appellate Tribunal for Electricity invites quotations for Drivers Services for the official vehicles of the Chairperson and Members of the Appellate Tribunal for Electricity. The Scope of work and General Instructions for submitting tenders are given below. Before submitting the tenders the firms are requested to go through the terms and conditions.

The authorized signatory of the firm should sign all pages of the tender document as a token of their acceptance.

1. The tenders are for providing the adequate Drivers for the official vehicles of the Chairperson and four Members of this Tribunal
2. **Period:** The contract will be initially for one year from the date of supply of manpower. The period of contract may be further extended on mutually agreed terms and conditions, provided the requirement of the services from the agency 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.
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 Minimum Wages rates prescribed by Government of Delhi. Copy of acquaintance should be attached along with the bills for claiming payment monthly.
 - c. The agency 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.
 - d. Firms blacklisted by Govt./Autonomous Body/PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of APTEL, then APTEL shall have right to reject the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder.
 - e. The Agency must be registered with ESIC & EPFO authorities under ESI & EPF Act.
4. The tenders should accompany with a copy each (duly self attested) of the following:
 - (a) Certificate of Registration with concerned authorities.
 - (b) Copy of PAN/GIR Card
 - (c) Registration of ESI;
 - (d) Registration of EPF;
 - (e) Registration of GST No.
 - (f) Company Profile and list of clients, if any.
 - (g) Experience certificate alongwith IT returns filed for the last three years
5. The tenders complete in all respect should be in a sealed cover and addressed to the Admn.Adm-cum-Accounts Officer, Appellate Tribunal for Electricity, Core-4, 7th Floor, SCOPE Complex, Lodhi Road, New Delhi – 110003 and should reach latest by **08th December, 2017 at 11.00 hours**. Tenders received after the due date and time due to any reason what so ever including postal delay shall not be considered. The tender cover must be superscripted “**TENDER FOR DRIVERS SERVICES**”.
6. The Tenders will be opened **on the same day at 12.30 hours** at the office premises of the APTEL, SCOPE Complex, in the 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.30,000/- (Rupees Thirty Thousand only)**, in the form of an account payee Demand Draft of any Nationalized/Commercial Bank in favour of “Pay & Accounts Officer, Ministry of Power, New Delhi.” must accompany each tender bid. Bids without the EMD shall be summarily rejected. The EMD will be refunded without any interest after finalization of the contract. Bid security of the successful bidder shall be returned on receipt of Performance guarantee alongwith contract agreement, duly executed.
8. The agency that has quoted the lowest rate on the basis of “Total charges” (may be quoted for minimum of deploying 5 persons indicating rate per person also) in Annexure will be selected; however, the decision of Chairperson will be final. The total charges must be inclusive of any discounts offered or other charges that are levied and must be clearly/expressively indicated in the quotes. 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.** as may be applicable. (A copy of the latest minimum rates of wages issued by the Delhi Government should be enclosed with the quotation).
9. **The person deployed should carryout the following duties:**
- Driving the vehicles safely and efficiently as per the directions of the officer concerned;
 - Maintaining the cleanliness of the vehicle and its normal maintenance; and able to solve the minor problems in case of emergency;
 - Maintain and drive as per the norms posed by the manufacturer of the vehicle;
 - Shall also work beyond the normal office hours as per the needs of the officers concerned.
 - To ensure compliance of safety regulations in prevention of accidents as directed by the APTEL.

The work indicated above is only brief and not exhaustive. Necessary instructions as per requirement during the actual execution of the contract shall be issued by APTEL from time to time and the agency shall provide the services in accordance with the instruction.

10. The agency shall –

- Mobilize the drivers, possessing necessary driving license issued by the concerned Transport Authorities and deploy them as per the needs for the vehicles of Chairperson and four Members.
- Ensure that the personnel to be deployed should be a bonafide citizen of India and experienced, educated, physically, mentally and medically fit regular employee of the supplying agency. The agency shall not deploy any person who has not completed 18 years of age.
- 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.
- The person to be deployed shall be well behaved, well literate for proper communication as well as maintenance of records (such as log books etc);
- In case it is felt by the APTEL that any personnel deployed is not suitable for carrying out his duties, then the personnel is to be replaced immediately by the agency;
- The agency shall be responsible for all risks involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
- The agency has to ensure that the persons deployed for the job are reliable and should obtain proper police verification before deployment
- 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, and Bonus etc. Responsible for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
- 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.
- Provide proper uniform (i.e., two sets each of full sleeve shirt, full trouser, black shoes, belts, etc.) to the personnel deployed.
- The Agency shall be responsible for any theft or loss of Tribunal’s property, which takes place due to negligence and / or carelessness of the chauffeur/driver and in the event of any such loss, the same will be recovered from the agency from the Security Deposit and pending bills.
- The depute drivers having knowledge of Geographical Area, routes of Delhi and experience of driving of vehicles in Delhi in order to have safe driving and avoid accident on Delhi busy roads and to safeguard public interest.

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 by alongwith proforma/certificates as required by the APTEL, ESI challan, PF account details of the personnel deployed etc.
- b. **DEDUCTIONS:** In the event of less than adequate deployment of personnel, proportionate deduction per day per person over the loss due to such non-deployment, as assessed by this Tribunal, would be made by this Tribunal. If services for particular vehicle is withdrawn by the Tribunal either on temporary basis and/or on permanent basis, pro-rata deduction would be made by this Tribunal.
- c. **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.
- d. Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.
- e. No enhancement of rate on any account/reason, whatsoever shall be considered during the currency of contract.
- f. No advance payment would be made under any circumstances.

12. **PERFORMANCE GUARANTEE:**

- a. As a guarantee towards due performance and compliance to the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Performance Bank Guarantee in favour of "Pay & Accounts Officer, Ministry of Power, New Delhi drawn on any Nationalized/Commercial Bank and payable at New Delhi.
- b. Performance guarantee should remain valid for a period of sixty days beyond the date of completion of the contract.
- c. In the event of the agency failing to comply with any provision of the contract the performance guarantee shall be forfeited by APTEL. No interest shall be payable by the Tribunal on the performance guarantee.

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.
- c. No enhancement in rates would be considered for whatsoever reason.

14. **Penalty for non-performance/under-performance:** If the Agency fails to provide competent and adequate number of personnel for satisfactorily services of the Tribunal's work or in case of any delay in deployment of personnel, payment 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, APTEL.

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 person shall not be redeployed for duty again.
- c. The Agency should ensure that the person deployed wear a neat and clean cloths while on duty and also maintain 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 & qualified 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 provisions 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 or outside the place of their posting 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 or its officers' property made by the person deployed 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 or its officers, fully or, partly in any manner, whatsoever.
- d. APTEL or its officers will 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, if detected, 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.

(Neelakantan R.)
Adm-cum-Accounts Officer

ANNEXURE - I

**RATES FOR PROVIDING DRIVER 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.30,000/- (**Rupees THIRTY Thousand Only**)
D.D/P .O. No. & Date :
Drawn on Bank :

3. Rates are to be quoted in both figures and words
[Rate per Driver Services per month should be indicated]

- Rs. _____ (Rupees
4. No. of Personal : 5 person

5. EPF Reg. No. of the Firm :

6. ESI Reg. No. of the Firm :

7. Details/break up of Rates Quoted

Sl. No	Component of Rate	Amount per month (in Rs)	
		Per Person	For 5 Persons
1.	Wages * (in case more than one person is being deputed rate per person may also be indicated)		
2.	All statutory mandatory applicable dues applicable (as per relevant Act) i) EPF Employer share @ 13.16% ii) ESI Employer share @ 4.75% iii) Bonus per month		
3.	Administrative/Service Charges		
4.	Charges for uniform (i.e., two sets each of full sleeve shirt, full trouser, black shoes, belts, etc		
5.	GST as applicable		
6.	Total amount quoted		

NOTE: All above columns must be filled up in accordance with rules & regulation prescribed by GOI. In case any column is left blank or NIL amount is filled the quotation will be rejected.

- * 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 of 10 hrs. 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 per hour		

Rate of OTA per hour =	$\frac{\text{Minimum Wages per day as notified by Govt. of NCT of Delhi}}{\text{Normal duty hours in a day}}$
------------------------	---

1. The taxes if not indicated above will be considered inclusive.
2. The offer/bid which is not in compliance with the Minimum Wages Act and any other labour laws will be treated as invalid.

Date:
Place:

Signature of authorized person
Full Name:
Seal