

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

Core-4, 7th Floor, Scope Complex,
New Delhi, the 14th February, 2016.

**Call for tenders for Office Attendant Services for the Appellate Tribunal for Electricity
(APTEL), Ministry of Power**

The Appellate Tribunal for Electricity invites sealed tenders for Office Attendant (Messenger/Peons) Service for office 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 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:

Services in the offices of the Hon'ble Chairperson and Members;
Services in the office of Registrar;
Services in the office of Deputy Registrar;
Services in the office of Director (Admn);
Services in the office of Adm-cum-Accounts Officer;
Support in the Registry;
Support for Adm/Accounts Section;
Support for Library;
Support in the two Court Rooms;
Messenger Boys for delivering dak etc for Administration Wing & Registry.

2. ***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 Fixed Wages. Copy of acquaintance roll should be attached along with the bills for claiming monthly payment.
- 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.
- d) Firms blacklisted by Govt./Autonomous Bodies/PSUs/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, it 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.

3. The quotations should accompany with a copy each (self attested) 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

4. The tender complete in all respect should be submitted in a sealed cover addressed to the Registrar, Appellate Tribunal for Electricity, Core-4, 7th Floor, SCOPE Complex, Lodhi Road, New Delhi – 110003 latest by 17th **March, 2017 at 11.00 hours**. Quotations received after the due date and time due to any reason whatsoever including postal delays shall not be considered. The tender cover must be superscripted **“TENDER FOR OFFICE ATTENDANT SERVICES”**.

5. The tenders will be opened **on the same day at 12.30 hours** at the office premises of the APTEL, SCOPE Complex, in presence of the representatives of the agencies who are willing to attend. The rates should be quoted only as per format given in Annexure. Conditional bids, quotations without the documents specified in para 3 above shall not be considered and will summarily be rejected. No overwriting/cutting is permitted and in such cases the quotations will be rejected

6. **EMD: An Earnest Money Deposit (EMD) of Rs.25000/- (Rupees Twenty Five Thousand only)**, in the form of an account payee Demand Draft of any 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. 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** along with contract agreement, duly executed.

7. The agency that has quoted the lowest rate on the basis of “Total charges” (may be quoted for minimum of deploying 20 persons indicating rate per person also) in Annexure will be selected; however, the decision of Hon’ble Chairperson will be final. The total charges must be inclusive of any discounts offered or other charges that are levied and must be clearly 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 Fixed wages, as fixed by the APTEL, and the statutory benefits like PF, ESI, Bonus etc.** as may be applicable. Any discounts offered or other charges that are levied should be clearly/expressively indicated.

8. Period of Contract and fore-closer:

- a. The contract will be initially for one year from the date of award and assumption of contract by the firm. The contract can be further extended on existing rates and terms and conditions for one year at a time subject to maximum of two years on satisfactory performance basis provided the requirements persist at that time.
- b. The contract may be curtailed/terminated at any time before the normal tenure owing to cessation of requirements or deficiency in service or substandard quality of manpower deployed by the service provider.
- c. No enhancement in rates would be considered for whatsoever reason.

9. The person deployed should carry out the following duties –

- i) To attend to all individual duties as desired by the Hon'ble Chairperson & Members;
- ii) Carrying all files/papers in their chambers;
- iii) To handle all judicial files in the Courts and filing all papers therein;
- iv) To file all papers/documents received in the Registry in the respective judicial files;
- v) To attend to all photocopying work
- vi) Delivery of case files to the offices of Chairperson/Members;
- vii) Carrying files and other official papers to them/from them;
- viii) Distributing Notice/Circular amongst the staff of Tribunal;
- ix) Dak delivery to various government offices and also within the office;
- x) 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;
- xi) Payment of Water, Electricity and Telephones bills etc. of the entire office and residences of the Chairperson and Members;
- xii) Handling of stationery items and library books;
- xiii) Attending to all official calls from these officers;
- xiv) To serve Tea/Coffee/Lunch in official meetings and to make necessary arrangement etc.
- xv) 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 fixed wages, as fixed by APTEL and the statutory benefits like PF, ESI, Bonus etc. as may be applicable.
- c. The agency shall be responsible for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
- d. 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.
- e. Ensure that the personnel to be deployed should be a bonafide citizen of India and have passed 10th Standard, as applicable to MTS of GOI and should have the capacity to read the English Language.
- f. The agency shall not deploy any person who has not completed eighteen years of age.
- 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;
- h. Provide proper uniform twice a year/working period (i.e., two sets each of full sleeve white shirt, white full trouser, full sweater and one black shoes) to the personnel deployed as selected by Office of APTEL.
- i. Ensure that the Office Attendants are deputed from time to time for Government duty to outstation as Court Attendants in Circuits Benches (The Circuit Benches of the Tribunal newly established at Chennai, Kolkata and Mumbai) for which the payment will be made @Rs.150/- per day as Daily Allowance/per day expenses for food charges and other expenses in addition to the wages.
- j. The agency that will be given acceptance of tender letter will provide AC-3 tier/Sleeper Class reserved tickets to office attendants who will be deputed for outstation duties. The agency will submit separate claim/bills for such journey ticket etc. after compilation of the tour/journey.

11. 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.

12. Terms and Conditions: As per Annexure - I

13. Payment Procedure:

- a. Payment would be made on monthly basis on submission of bill (in duplicate) alongwith the copies of attendance sheet in respect of each employee duly countersigned by authorized officer of APTEL and verification within Appellate Tribunal for Electricity. No advance will be paid under any circumstances. Further, copies of challan for deposit of other statutory dues like ESI, EPF and service tax etc. must be enclosed with the bill.
- b. 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.
- d. No enhancement of rate on any account/reason, whatsoever shall be considered during the currency of contract.
- e. No advance payment would be made under any circumstances.

14. 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.

(AJAY KUMAR)
DIRECTOR (ADMN.)
PHONE NO. 011-24368481

Annexure-I

Terms and Conditions:

1. The Personnel provided by the Contractor must be excellent and must have proper knowledge and experience in the office field in General Establishment/Accounts Matters which required to run an office.
2. The Personnel should experienced and will work to this office daily from 9:30 am to 06:00 pm on all working days, who will be reporting to Director (Admn). The services may also be required as and when the need arises on holidays/ beyond working hours, which would be intimated in advance. However, no additional payment for the same would be made, if these are within the monthly limits.
3. The rates quoted shall be inclusive of all statutory taxes as applicable. It shall be the duty and responsibility of the contractor to make all payments to the concerned statutory authorities as may be liable. APTEL shall not be liable to make any payment except those mentioned in the bid/agreement.
4. The contractor shall comply with all the statutory provisions related to this business and applicable on the contractor engaged in this business. APTEL will not be responsible for any liability in this regard.
5. The person deployed must be well mannered and loyal and if any time found to be guilty of misconduct in any matter, the same shall be replaced by the firm immediately and such personnel shall not be redeployed for duty again.
6. The firm 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.
7. Firm 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.
8. The firm should not assign or sub-let the contract or any part of it to any other agency.
9. The firm 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.
10. 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.
11. The firm will be responsible for the safety of his staff during the performance of their duty at the APTEL's site and APTEL will remain indemnified for any claims.
12. APTEL reserves the right to withdraw the contract at any time without assigning any reason.
13. The letter of award to be issued in duplicate and one return the duplicate copy of this award duly signed and stamped on each and every page by your authorized signatory in token of your unequivocal and unconditional acceptance.
14. The Persons supplied by the Agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to APTEL. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.

15. The service provider shall engage necessary number of persons as required by this Department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no master and Servant or Employer and Employees relationship between the employees of the service provider and APTEL and further the said persons of the service provider shall not claim any employment, engagement or absorption in APTEL, in future.
16. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in APTEL under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
17. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
18. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc, and APTEL shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance of its employees engaged in APTEL. The agency shall in the very first month of being awarded the tender, shall seek employees Provident Fund Number,(if not available) and the ESI Number (if not available with the employees) and shall submit the bills in the prescribed proforma, disclosing both the PF & ESI Number, alongwith the particulars of every employee, so deployed in the Tribunal.
19. No wage/remuneration will be paid to any staff for the days of absence from duty.
20. The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Department.
21. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
22. Firm shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and will bring back the system to its original condition.
23. The persons deployed in this Tribunal will be on the roll of the firm and have no right for any claim of regular employment in this Tribunal/Govt. service;
24. 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.
25. In case it is felt by the APTEL that any person engaged by the firm is not suitable for carrying out the job inside the APTEL premises then the person is to be replaced immediately by the Firm.

(AJAY KUMAR)
DIRECTOR (ADMN.)
PHONE NO. 011-24368481

ANNEXURE-II

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contract person	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Service Tax Registration Number (Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in india.	
9.	Length of experience in the field	
10.	Experience in dealing with Government Department (Indicate the names of the Department and attach copies of contracts order placed on the agency)	
11.	Whether a copy of the terms and conditions (Annexure), duly signed, in token of acceptance or the same, is attached	
12.	Whether agency profile is attached	
13.	List of other clients	

Date:
Place:

Signature of authorized person
Full Name:
Seal

ANNEXURE-III

RATES FOR PROVIDING OFFICE 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.
Total amount quoted per person per month basis.
 Rs. _____ (Rupees.....)

Details/break up of Rates Quoted

Sl. No	Component of Rate	Amount per month (in Rs)	
		Per Person	For 20 Persons
1.	Wages * (in case more than one person is being deputed rate per person may also be indicated)	18,000/-	3,60,000/-
2.	Contribution towards ESI, if applicable		
3.	Contracts Administration/Services Charges		
4.	Service Tax (as applicable)		
5.	Total amount quoted		

- * The rates quoted should ensure that the personnel deployed for this service contract are paid in accordance with Fixed Wages and as per the statutory norms including the fixed wages, as fixed by the APTEL, and the statutory benefits like PF, ESI, Bonus etc. as may be applicable.(including the employers' contribution etc.).
4. The taxes if not indicated above will be considered inclusive.
 5. The offer/bid which is not in compliance with the Minimum Wages Act and any other labour laws will be treated as invalid.
 6. The contract is initially for one year but can be extended for further period of two years based upon the satisfactory performance of the above services and other terms & conditions as per Tender.
 8. The contract is initially for 20 persons. However, the person deployed may vary from time to time depending upon the requirement of APTEL. The bill shall be paid on the basis of actual number of person deployed in a particular month.

Date:
Place:

Signature of authorized person
Full Name:
Seal