

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

Core-4, 7th Floor, Scope Complex, New
Delhi, the 5th Oct., 2015.

Call for tenders for Security Services (Semi-skilled) for the Appellate Tribunal for Electricity (APTEL)

The Appellate Tribunal for Electricity invites quotations for Security Services for the residence of its Chairperson, Four Members and the office premises of the Appellate Tribunal for Electricity. The Scope of work and General Instructions for submitting quotations 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 Security Surveillance round-the-clock for the places as detailed below:
 - a. **Residences of the Chairperson and Four Members (5 Guarding Points);**
 - b. **Office premises situated at 7th Floor of Core-4, SCOPE Complex (minimum two Guards at one time) (2 Guarding Point);**
 - c. **Office premises at Core-5 of SCOPE Complex (one room at 6th Floor and one room at Ground Floor) (1 Guarding Point).**
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 Delhi Private Security Agencies (Regulation) Act., 2009 to provides Security Service.
 - b. The agency must have been registered under the Contractor Labour (Regulation and Abolition) Ac, 1970 and have a valid labour License;
 - c. 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.
 - d. 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.
 - e. 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, 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.
 - f. The agency should be registered under the Govt. of NCT of Delhi, being the local government to regulate the minimum wages to be paid to the employees.
 - g. The Agency must be registered with ESIC & EPF 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) Certificate of PSAR Act., 2009
 - (c) Copy of PAN/GIR Card

- (d) Registration of ESI;
 - (e) Registration of EPF;
 - (f) Registration of Service Tax with TAN No.
 - (g) Company Profile and list of clients, if any.
 - (h) Experience certificate alongwith IT return filed for the last three years
5. The tenders complete in all respect should be in a sealed cover and addressed to the Adm-cum-Accounts Officer, Appellate Tribunal for Electricity, Core-4, 7th Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003 and should reach latest by **17th November, 2015 at 11.00 hours**. Quotations 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 SECURITY SERVICES**".
6. The tenders will be opened **on the same day at 11.30 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.1,00,000/- (Rupees one Lac only)**, in the form of an account payee Demand 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 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" in Annexure will be selected; (The agency will ensure that minimum three persons are deployed for each guarding points) 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). Any discounts offered or other charges that are levied should be clearly/expressively indicated.
9. The person deployed should carry out the following duties which shall include providing of security, Surveillance and allied services by way of deployment of suitable security personnel as per requirement of APTEL. The work shall include all requirements for providing an effective and efficient surveillance and allied services, which include mainly the following:
- a) Maintaining of entry control system including issue of entry passes, etc., if necessary, to prevent unauthorized entry in the office/ residential premises and maintain other security system as decided by the APTEL from time to time.
 - b) Maintaining of gate pass system in respect of incoming and outgoing goods, office equipments etc. The security agency shall make round-the clock checking. The security agency shall maintain necessary register for the purpose of making entries of men and material moving from the premises to and fro. Shall be responsible for implementation of various security related measures as decided in consultation with the APTEL.
 - c) To manning identified security posts round the clock for performing watch and ward duties and such other duties allotted by the APTEL
 - d) To maintaining liaison with civil and local police authority of the area as well as fire station.

- e) To ensure compliance of safety regulations in prevention of accidents as directed by the APTEL.
- f) To maintain surveillance to avoid any untoward incidents such as fire, electric short- circuit, etc.
- g) Help in fighting the fire incidence taken place in premises and shall work according to the reasonable instruction of APTEL given from time to time in the event of any crisis that may arise out of civil commotion, strike, lock-out, dharna, gheraos, picketing etc.

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 -
 - a. Mobilize the security personnel round the clock basis, with three personnel at a time in the office premises (both core-4 & core-5) and one personnel each at a time in the residences of Chairperson and four Members.
 - b. 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 or more than 50 years of age.
 - c. 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.
 - d. The security personnel to be deployed shall be well behaved, well literate for proper communication as well as maintenance of records, as may be required and non Ex-servicemen Security guards shall be minimum eighth passed (preferably 10th Class Pass);
 - e. 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;
 - f. 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.
 - g. The agency has to ensure that the persons deployed for the job are reliable and should obtain proper police verification before deployment
 - h. 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.
 - i. 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.
 - j. Provide proper uniform (i.e., two sets each of full sleeve shirt, full trouser, black shoes, belts, whistle, torch etc.) to the personnel deployed.
 - k. The agency shall be responsible for the overall security and maintenance of law and order in the office premises. The agency shall be responsible for the security of men and property of both office as well as the staff of Appellate Tribunal for Electricity.
 - l. 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 security personnel and in the event of any such loss, the same will be recovered from the agency from the Security Deposit and pending bills.

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 or

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 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 misconduct 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.

(M.L. SONI)
Director (Admn.)

RATES FOR PROVIDING SECURITY SERVICES IN THE APPELLATE TRIBUNAL FOR ELECTRICITY

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

1. Name of Company/ Firm/Agency:
2. Whether Registered with NCT of Delhi is DPSA (Regulation) Act.: Yes/No (attach copy)
3. Details of Earnest Money Deposit : Rs.100000/- (**Rupees One Lac Only**)
D.D/P O. No. & Date:
Drawn on Bank:
4. EPF Reg. No. of the Firm :
5. ESI Reg. No. of the Firm :
6. Rates are to be quoted in both figures and words

[Rate for round-the-clock security per Guarding Point/per month should be indicated]

	Component of Rate	Amount per month (in Rupees)		
		Per Guard	Per Guarding Point (per guard x3)	For 8 Guarding Points (24 personnel)
1	Monthly Wages (as per minimum wages of Delhi Govt.)			
2	Reliever Charges/Weekly Off etc.			
3	All statutory dues as applicable i.e ESI & EPF as admissible. i) EPF Employer share @ 13.61% ii) ESI Employer share @ 4.75%			
4	Bonus (as per relevant Act.)			
5	Administrative Charges/including Overhead & Agency Profit etc. (pl. specify)			
6	Uniform charges, including winter + summer uniform shoe etc.			
7	Service Tax as applicable			
8	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 Security Charges 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, OTA, Bonus etc. (including the employers' contribution etc.)

1. The taxes if not indicated above will be considered inclusive.
2. **The Security Guard will be considered as semi-skilled.**
7. The quoted rates shall be per shift of 8-hours per person per day. If the wages are revised subsequently by the Appropriate Government (Central Govt.), the incremental wages (only for wages component excluding any other charges), if applicable, will be provided on submission of necessary circulars/orders of the Government along with the revised calculation sheets.
8. The offer/bid which is not in compliance with the Minimum Wages Act and any other labour laws will be treated as invalid.
9. The contract is initially for one year but can be extended for further period of two years based upon the satisfactory performance of the security services and other terms & conditions as per Tender.

Signature of authorized person

Date:

Full Name:

Place:

Seal