

F.No. 27(53)/Peon/OS/Admin-09  
Customs Excise & Service Tax Appellate Tribunal  
West Block-2, R.K.Puram, New Delhi-66

Date 10.09.09

**TENDER**

**Sub:** Engagement of three (03) Peons on monthly contract basis.

This office is interested in having a contractual arrangement with a suitable placement agency/service provider for providing the services of three peons on monthly contract basis. The general terms and conditions are as under.

- The contract shall be initially for one year and can be renewed further depending upon the requirement of the Tribunal. However, the Department shall have the right to terminate the contract by giving 15 days notice before expiry of the period without assigning any reason what so ever.
- The person engaged must be in the age of between 18-30 years with at least matriculation passed and preference will be given to those who have computer knowledge and residing near by R.K.Puram area.
- The manpower supplied by service provider should not have any police record/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending.
- The service provider firm shall have experience in the similar job for more than three years and presently having 02-03 contracts with various Govt. Departments.
- The selected agency shall be solely responsible for complying with all statutory obligations including minimum wages Act etc.

- The agency shall not engage the service to any sub-contractor or transfer the contract to any other person.
- The agency shall be fully responsible and answerable to the Department for the performance of the contract entrusted to them under the contract and also for any act of commission and/or omission on the part of the workers deployed by them.
- It may also be ensured that the person so engaged will observe office discipline and decorum and may not misbehave with any official.
- The service provider's personnel shall not divulge or disclose to any person any details of office files/appeal memos information, technical literature, documents, operational systems of this office etc as well as confidential data's to any other person in any case.
- The service provider shall engage the necessary person as required by the Tribunal from time to time under the contract. The person so 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 relation ship between the employee of the service provider and the Government (CESTAT), further the said person of the service provider shall not claim any absorption of service. The service provider shall submit the undertaking from the personnel so engaged in this regard as and when so directed.
- The working hours should be normally 9.30 AM to 6.00 P.M during working days. However in case of emergency the personnel may be directed to attend the duty beyond 06.00 P.M in that case no overtime is admissible to them.
- The payment to the service provider would be strictly on certification by the officer with whom he is attached, that his service were satisfactory and attendance as per the

attendance sheet enclosed with the bill preferred by the service provider.

- In case of service are not given for a particular day by any person, proportionate recovery will be made at the quoted rate of monthly rupees per person divided by thirty days. Similarly proportionate payment will be paid in respect of a worker who is absent from his duty during the day/month. However, service provider before doing the same should take adequate steps well in advance to arrange substitute person in case of any man power going on leave.
- Any liability regarding payments to the workers, or arising due to non compliance with any of the labour laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the contractor.
- The service provider/contractor should submit two sealed cover containing technical information as per Annexure –I and Financial bid as per Annexure–II in two separate envelopes.
- The successful contractor shall have to submit performance security by way of fixed deposit of Rs. 6000/- which shall be valid for 15 months from the date of execution of contract.
- The last date of submission of tender along with credentials strictly as per Annexure –I and II on or before **25<sup>th</sup> September 2009 before 17.00 hrs.** Personally to the undersigned. However, this office has right to modify, cancel any tender without assigning any reason thereof.

Sd/-  
(S. Chandran )  
Registrar

Copy to Notice board/website

**NAME OF THE COMPANY WITH FULL ADDRESS**

**TECHNICAL BID**

Technical Bid should indicate the following information along with the self attested photocopies of these documents:-

1. Profile & work experience of the company.
2. Proof of incorporation/inception of the agency.
3. Registration for man power supply
4. PF Registration details
5. ESI Registration details
6. Copy of PAN Number/certificate.
7. Service Tax Registration Number.
8. Details of Registration with Labour Commissioner.
9. Any other relevant information

Date:

Name and signature of the authorized person  
Of the company along with seal and designation

**Financial Bid**

To  
The Registrar  
Customs, Excise & Service Tax Appellate Tribunal  
West Block II, R.K.Puram, New Delhi- 110066.

Sub: Quotation for award of Contract for Providing Services of three Peons.

Sir,

With reference to your letter No.27 (53)/ PEON/ OS/CESTAT/Admin/09 dated 10.09.09 on the subject mentioned above I/we quote the rate for above mentioned work as under.

Rate per person, per month( inclusive of all charges except service Tax )
Rs. ----- ( in figures )
Rs.                    ( in words )
Total amount payable for three person Rs.

Date:

Name & signature of the Authorized Person  
Of the firm along with seal and designation