

Appendix 'A'

Phone : 0484-2217625
Fax : 0484-2217624

Armed Forces Tribunal
Regional Bench
Bristow House
K J Herschel Road
Kochi – 682 001

AFT/RBK/E-06/2019

Date : 18-04-2019

TENDER NOTICE

**FOR SUPPLY OF SKILLED WORKERS ON CONTRACT BASIS FOR FUNCTIONS
OF SECURITY GUARD WITHOUT ARMS**

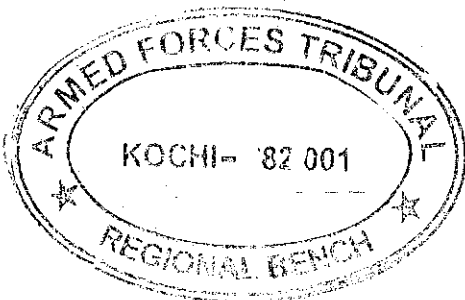
Armed Forces Tribunal, Regional Bench, Kochi invites sealed tenders under two-bid system from reputed and experienced agencies for **SUPPLY OF SKILLED WORKERS ON CONTRACT BASIS AT THE ABOVE ADDRESS** for a period of one year from 22-06-2019 or immediately after finalizing the contract whichever is earlier.

Interested agencies are required to submit the technical and financial bid separately. The bids in sealed cover-I containing "Technical Bid" and sealed cover – II containing "Financial Bid" should be placed in a third sealed cover superscribed "**TENDER FOR SUPPLY OF SKILLED WORKERS ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARD WITHOUT ARMS**" and should reach the office of Armed Forces Tribunal, Regional Bench, Kochi at 2.00 PM on 08.05.2019 or before. The technical bid shall be opened at 3.00 PM on 08.05.2019 in the chambers of the Registrar, AFT, Kochi.

The tender document containing eligibility criterion, scope of work, terms and conditions and draft agreement can be downloaded from AFT website. **The bid security (EMD) of Rs.10,000/- (Rupees Ten Thousand only) should be paid by Account payee DD/FDR, Bankers Cheque or Bank Guarantee from any Commercial Bank as prescribed in the NIT in favour of the Registrar, Armed Forces Tribunal, Regional Bench, Kochi.**

The criterion of selection as well as rejection is defined in Appendix 'B' of the Tender Documents.

The Bid shall remain valid for 90 days from the date of opening of Technical Bid. Any future clarification and/or corrigendum so shall be communicated through AFT website i e; **www.aftdelhi.nic.in.**



**(Kumari Sheeba)
Dy Registrar
(for Registrar)**

TERMS AND CONDITIONS REQUIRED FOR SUCH A CONTRACT

SUB: CALLING TENDER FOR AVAILING THE SERVICE OF SECURITY GUARD
WITHOUT ARMS THROUGH OUTSOURCING

Scope of Work

1. Armed Forces Tribunal, Regional Bench, Kochi is located at Bristow House, K.J. Herschel Road, Kochi – 682 001. The services of following personnel are required for providing round the clock security of the Armed Forces Tribunal building and surrounding area:-

(a) Chowkidar/Security Guard

2. General area of Armed Forces Tribunal:-

Presently, constructed area of Tribunal building is approximately 365 sq. mtr. and open area (surrounding area) is approximately 2545 sq.mtr. The details are as under;

Constructed area;

Office area : 325 sq.mtr.

Toilet area: 40 sq.mtr.

Total : 365 sq.mtr.

Open area;

Courtyard area : 1975 sq.mtr.

Parking area : 570 sq.mtr.

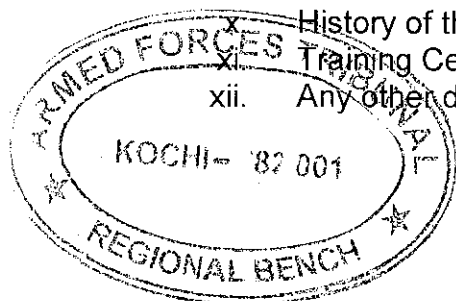
Total : 2545 sq.mtr.

Terms and conditions

3. Tenders will be submitted in two bids system as under;

(a) **Technical Bids**. In Technical Bids, the bidder has to submit photocopies of the following documents for qualifying the Technical Bids :-

- i. PAN & TAN No.
- ii. Certificate of GST Registration
- iii. Certificate of Registration with Labour Commissioner under Act 1970 with update registration for employees.
- iv. License for operating Private Security Agency issued by concerned DGP.
- v. Certificate of PPF Registration
- vi. Certificate of ESIC registration.
- vii. Certificate of Registration of the Firm/Service Provider
- viii. Financial turnover
- ix. IT Returns for the last two years
- x. History of the Company
- xi. Training Centre.
- xii. Any other documents required under the Contract Labour Act.



Para 3(b) : Preparation of Technical Bid

Check list (Technical Bid)

Summary of compliance to requirement of Tenders

Sl. No	Description of requirement	Yes/No	Page No
1.	The firm if registered with the Regional Labour Commissioner under the provision of Contract Labour Act and its validity date.		
2.	Copies of Balance Sheet and P&L Account for the last two years.		
3.	Registration Certificate of Provident Fund Commissioner.		
4.	Certificate of GST Registration		
5.	License for operating Private Security Agency issued by concerned DGP		
6.	Copy of PAN Card		
7.	Registration Certificate of ESI.		
8.	Certificate of Registration of the Firm/Service Provider		
9.	Proforma containing details of other organisation where such contracts were/are enclosed.		
10.	EMD of the prescribed amount enclosed.		
11.	Price Bid enclosed in sealed envelope separately.		
12.	Acceptance of Terms and Conditions attached. Each page of Terms and Conditions to be duly signed as token of acceptance and submitted as part of the tender documents.		
13.	Copy of the last two years' IT Returns.		
14.	Undertaking of the bidder to the effect that no case is pending against the proprietor/firm/parties relating to any previous service contract.		
15.	Office address.		
16.	Copy of any two currently valid contract for similar work.		

Declaration by the Tenderer :

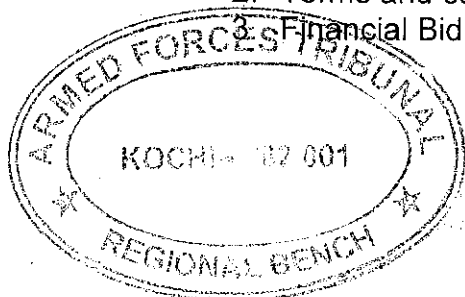
This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Ecls.;

1. DD/Pay Order No.
2. Terms and conditions (each page signed and sealed)

3. Financial Bid

(Signature of tenderer with Seal)
Name, Seal
Date Office address



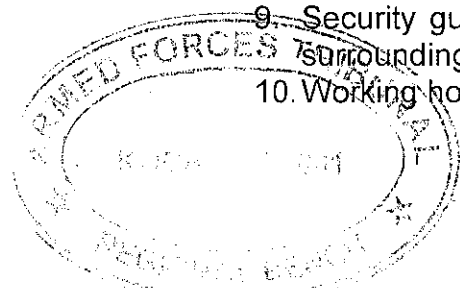
3(c) Financial Bids : In Financial Bids, the bidder has to mention the rates of wage with all details/breakdown on PER DAY basis with their rates of Service Charges. Service Charge should not be less than 2%. In case the Service Charge is less than 2%, the tender will be rejected. The rate of minimum wages as declared by Govt. of India, Ministry of Labour & Employment will be taken into account in following manner;

Sl. No.	Description	Category (Security guard without arms)	Remarks
1	Basic including VDA		
2	EPF 13% of (1)		
3	ESIC 4.75% of (1)		
4	Bonus Rs 583.33 Say Rs 583/- per month per individuals		
5	Sub Total (1 to 4)		
6	Service charge minimum 2% of (5)		
7	Total (5+6)		
8	Per Day rate		
9.	GST 18% of (8)		
10.	Grand Total		

Note : Submission of all the documents mentioned above along with the declaration is mandatory. Non-submission of any of the information above may render the bid to be rejected.

4. Duties of Personnel

1. 24 hours manning main gate including Sundays and Holidays. Other gates will be manned during working hours only.
2. Night patrolling of building and adjoining area.
3. Maintenance of IN/OUT Register at the main gate and second gate during working hours and non-working hours.
4. Organizing and managing security at car parks, scooter stand, advocate room (bar room) and cafeteria location.
5. Security of all Building in the premises.
6. Ensure surrounding area is free from cattle/dog nuisance.
7. Ensure adequate fire fighting arrangements and equipments are kept at proper place and they are functional as per the instructions issued on the subject.
8. Security guards will be in proper uniform. Uniform will be provided by the agency.
9. Security guards will be trained for fire fighting inside the buildings and area surrounding outside.
10. Working hours of the Tribunal : 0930 AM 0530 PM



8. The Contract and Governing Rules

(a) The contract shall be considered and made in accordance with the laws of Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. In the event of any legal dispute, the Court at Ernakulam shall have the jurisdiction.

(b) Penalty for use of undue influence : The bidder will undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of this organization.

(c) Non disclosure of Contract Documents : Except with the written consent of the organization/bidder, other party shall not disclose the contract or any provision, specification, plan design, pattern or information thereof to any third party.

(d) Termination of contract : The organization (Armed Forces Tribunal, Regional Bench, Kochi) shall have the right to terminate this contract in part or in full in any of the following cases:-

(i) The organization, if noticed that the services which are provided are not satisfactory.

(ii) The agency providing the services has become insolvent.

(e) Language of Contract : Any notice required to be given under the Contract shall be written in English language and may be delivered personally to this office.

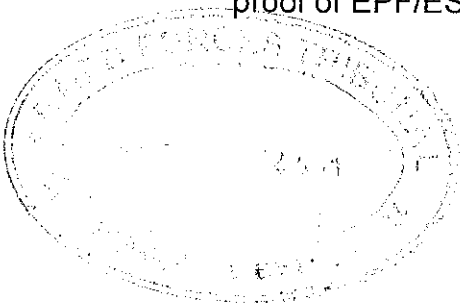
(f) Supervision : Adequate supervision will be provided by the Agency to ensure correct performance of the said services in accordance with agreement between the parties.

(g) Payment of Wages : As per Notification of Government of India, Ministry of Labour & Employment.

(h) Other services or requirement of persons may be increased/decreased at any stage during the period of the contract.

(i) Agency will be responsible for payment of wages to individuals in full by 7th working day of the following month.

(j) Bills for the wages of personnel be prepared by the agency and submitted to Administration Section of this office by 3rd working day of the following month for onward submission of bills to DCDA, Kochi alongwith proof of EPF/ESI details of previous month of each individual.



9. **Period of Contract:** The Contract shall come in force with effect from the date of execution of the contract (after completion of documentation and approval of Competent Financial Authority) for a period of one year, unless terminated earlier (refer para 8(d) of Appendix 'B' – Calling Tender). The period of Contract can also be extended on approval of Competent Authority if the organization so desires and the work of the agency found satisfactory on the same terms and conditions but in any case the Contract shall not be extended beyond the period of three years.

10. The premises of Armed Forces Tribunal can be visited and surveyed by the bidder to assess the requirement of personnel for the services on any working day between 0930 Hrs. to 1730 Hrs. on prior appointment from Registrar. Number of personnel as assessed by the agency for services as mentioned in the tender are subject to increase/decrease before finalisation of the Contract agreement.

11. **Date and time of depositing of bids :** Sealed tender envelope should be sent by registered post or can be dropped in box placed in the Administration Section by 2.00 PM till 08.05.2019. Late Tenders will not be considered. Bids will be opened on 08.05.2019 at 3.00 PM. During tender opening, representative of agency can be present to witness the proceedings. The Bids will be valid till signing the Contract Agreement.

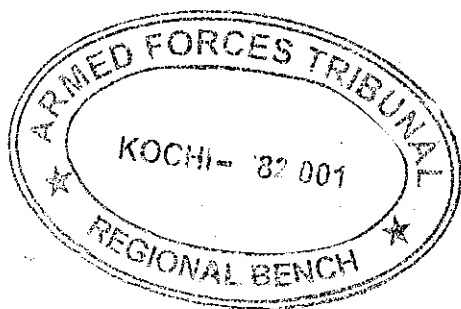
12. The agencies interested to take part in the bids are required to ensure :-

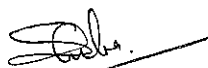
(a) The agency should have representative/office in Kochi, who may visit this Tribunal regularly and interact with Registrar/staff to ensure satisfactory service.

(b) The agency should be able to provide back up personnel, in case any of personnel is absent for short duration.

13. **For any further query contact Telephone Number : 0484 2217625.**

14. **Performance Security :** Once contract is finalised, the agency so selected will be required to deposit Performance Security for an amount of 10% of the approximate cost of the project or one month's wages whichever is higher which will be released after three months of expiry of agreement, if not otherwise extended on mutual understanding. In case the Contract Agreement is extended, the period of the Performance Security will be got extended by the Agency accordingly.




(Kumari Sheeba)
Dy Registrar
(for Registrar)

Appendix 'C'

From

To

The Armed Forces Tribunal
Regional Bench,, Kochio

Sub : Bank Guarantee favouring yourself.

I/We enclose herewith our Bank guarantee No _____ for Rs
_____ (Rupees _____) valid upto _____ with
the claim expiry of _____ on behalf of our constituents
M/s _____.

Kindly acknowledge the receipt

Yours faithfully,

Chief Manager

ELIGIBILITY CONDITIONS OF THE VENDOR FOR THE CONTRACT

1. **Tender Opening Committee.** Tender opening committee will be constituted by Registrar which will consists of any three Gazetted/Non Gazetted officers. Tender Box duly sealed will be kept at the main gate for dropping of the tenders. Tender will also be received by post or handed over to the Admin Section of AFT Regional Bench, Kochi during working hours. Tender Opening Committee on due date will open Tender received from various Agencies in the presence of vendors on decided date as per Tender notice for providing of services through outsourcing to Armed Forces Tribunal Regional Bench, Kochi. The committee will prepare a list of all agencies taking part in tender and also check the intactness of envelopes, open the envelopes (only technical bids) and get the signature of the Committee on envelopes and submit its report to the Registrar.

2. **Tender Screening Committee.** Tender screening committee will be constituted by Head of Department which will consist of any three Members/Gazetted officers. The Tender Screening Committee will receive the Tenders from Registrar, screen the tenders received from various agencies. The committee will check the following :-

- (i) The Committee will check the correctness of mandatory documents required as given in Para 3 of Appendix 'B' i.e, Calling Tender.
- (ii) Financial bids will be opened only for those agencies who qualify for technical bids.
- (iii) A comparative analysis of general points of tender, wages and other facilities be spelled out as per the format published on our website separately of each agency, considering State Govt and Central Govt mandatory conditions as required on the subject. A comparative table so analysed of all the agencies will be attached alongwith this board proceedings.
- (iv) Once the process is over, the Tender Screening Committee will submit the report to Head of Department through Registrar.

DRAFT AGREEMENT

(To be typed on Rs 200.00 Non Judicial Paper)

CONTRACT DEED

It is hereby agreed between Armed Forces Tribunal **Regional Bench, Kochi** located at Bristow House, K.J.Herschell Road, Kochi – 682 001. represented by the Registrar hereinafter referred to as First Party and **Proprietor,** _____ hereinafter referred to as the Second Party that :-

1. **The Second Party will provide the Facility Services to the First Party.**
The Second Party has reassessed the category wise man power required for providing facility services to the First Party. The facility services is categorized as Security Guard without arms. The present strength of persons may be changed i.e, increase/decrease depending upon the change in future requirements, if any.
2. The Second Party shall depute its staff (work force) in respect of each of the services referred to in Para 1 above.
3. The Second Party shall provide the name, father's name, age, qualification, EPF Accounts details, ESIC Card, complete address with photograph of each of staff (worker) deputed and shall also furnish police verification report in respect of each individual. Police verification of each person (worker) be submitted to first party by _____.
4. The security guards without arms must be having the adequate trained knowledge of their duties. As far as possible, Ex-servicemen should be deployed for security guard duties. Second party will be fully responsible for training and deployment of Security Guards.
5. The First Party shall have the right to recommend removal of any staff, if the First Party considers his presence detrimental to the official interest of the First Party. The Second Party will replace such person as soon as possible but not later than three days of receiving such recommendations. On such replacement the Second Party shall provide all the particulars as stated in Para 3 and 4 above in respect of the replaced staff.

6. The staff deployed by the Second Party will be neat, clean and properly dressed in uniform as applicable. If any of the staff is found to be not in proper uniform or found defaulter in his duty, the first party shall be entitled to fine that staff which may be one day wage and the amount shall be deducted from the bill submitted by the second party.

7. Adequate supervision will be provided by the Second Party to ensure effective performance of the services in accordance with the terms of the contract. Any loss/damage of/to the property/material due to lapses on the part of the Second party, as may be established by the inquiry conducted by the First Party, will be made good by the Second Party.

8. The First Party agrees to pay as consideration to the second party per month for persons deployed by second party. This will include all taxes, and the payment will be according to actual strength of staff for the services rendered by the Second Party. The First Party also agrees to pay the revised minimum rates of wages payable to the employees as declared by the Government of India, Ministry of Labour and Employment. The accepted rates mentioned shall include Minimum Wages of the Central Government as applicable to various categories of the services and all statutory liabilities.

9. A contractor bill for any month will be submitted by the Second Party to the First Party by the third working day of the following month.

10. The Second Party along with the bill shall submit an undertaking to the effect that wages to the staff shall be paid by 7th day of that month and the EPF and ESI contribution shall be deposited within the prescribed statutory period required for such deposit and will attach the details of deposit of EPF/ESIC of the previous month. The payment to the staff shall be made in the presence of any nominated representative of the First Party or payment by transfer in bank account.

11. The First Party shall be entitled to withhold the payment of the bill in case any complaint as to the non-payment of wages etc, is received from any of the staff deployed by the Second Party.

12. **Bank Guarantee.** To ensure due performance of the contract, performance security for an amount of Rs _____ (Rupees _____) shall be furnished by the second party in the form of Bank Guarantee from a Commercial Bank within fifteen days of execution of the contract. Second Party after satisfactory completion of the term of the contract shall be entitled to receive back that Bank Guarantee.

13. Any deductions in the bill based upon verification and detailed justification by the First Party may be recovered from the following bill as a debt payable by the Second Party.

14. The Second Party and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the First Party and shall not knowingly lend to any person or company any of the effect or assets of the First Party under its control.

15. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held between the representatives of the two parties and any problem, if arises, will be mutually sorted out and all information related to the subject will be shared.

16. The contract will be for one year with immediate effect on finalising the contract.

17. This contract shall remain in force for the period mentioned in clause 16, until terminated by the either Party by giving one month's notice in writing or amount equal to one month's consideration, along with any certificate of statutory deposits made by the First Party, like TDS certificates and outstanding payments, if any.

18. There will be no claim for regularization of services of any employees of the Second Party for any post in the Armed Forces Tribunal Regional Bench, Kochi.

19. In the event of any dispute arising out of this Agreement between the parties hereto, the same shall be referred to the Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be at Ernakulam. The Arbitrator will be nominated by First Party.

20. Registration/license with DGP as per Private Security Agencies (Regulation) Act 2005 and Labour Commissioner must be renewed, when necessary, by the Second Party. A photo copy will be handed over at the time of contract.

21. The actual materials required by the second party for performance of the facility services will be intimated by the second party and will be provided by the First Party.

22. The second party will ensure that his representative/supervisor will visit this Tribunal regularly and interact with Registrar/Staff to ensure satisfactory services.

23. The second party has agreed to provide substitute (Security Guard without arms) in case any of the staff is absent even for short duration. This will be done by Second Party even at very short notice.

For and on behalf of the First Party

For and on behalf of the Second Party

AFT Regional Bench, Kochi

Annexure to Appendix -E

(w.r.t. Para 9 of Appendix E – Format of details of manpower to be deployed)

DETAILS OF MANPOWER TO BE DEPLOYED

Ser No	Category of Persons	No of Persons	Remarks
1	Security Guard (without Arms)	Minimum three or as suggested	