

**ARMED FORCES TRIBUNAL  
REGIONAL BENCH, KOCHI**

Ph. : 0484 2217625  
Fax : 0484 2217624

Bristow House, K.J.Herschel Road,  
Kochi – 682 001

No.AFT/RBK/E-05/2019

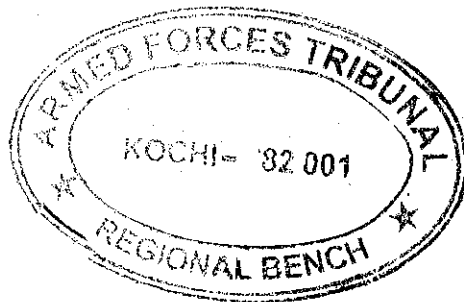
Dated : 01-04-2019


**CORRIGENDUM NOTICE**

Armed Forces Tribunal, Regional Bench, Kochi, has invited Tenders for supply of skilled/ semi-skilled/ unskilled workers on contract basis for providing the services of Photocopier Attendant, Malis and Safaiwala/Farrash vide Tender Notice No.AFT/RBK/E-05/2019 dated 29-03-2019.

As per the said Tender Notice, the last date fixed for submission of the Tender is 19-04-2019 at 2.00 P.M. 19<sup>th</sup> April, 2019 being Good Friday, the last date for submission of the Tender is extended to 22-04-2019 at 2.P.M. The date and time for opening the tender also stand extended at 3.P.M. on 22-04-2019.

All other conditions in the Tender Notice will remain unchanged.



  
(K.R.Jayaprakash Narayanan)  
Registrar

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No.No.AFT/RBK/E-05/2019

Dated : 29-03-2019

**TENDER NOTICE**

**FOR SUPPLY OF SKILLED/SEMI-SKILLED/UN SKILLED WORKERS ON CONTRACT BASIS  
FOR PROVIDING THE SERVICES OF PHOTOCOPIER ATTENDANT / MALIS /  
SAFAIWALA/FARRASH (HOUSEKEEPING)**

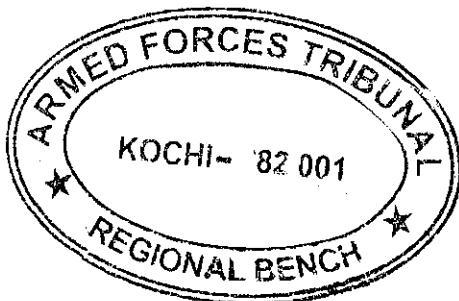
Armed Forces Tribunal, Regional Bench, Kochi invites sealed tenders under two-bid system from reputed and experienced agencies for supply of skilled/semi-skilled/unskilled workers on contract basis at the above address.


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 / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS FOR PROVIDING THE SERVICES OF PHOTOCOPIER ATTENDANT, MALI AND SAFAIWALA/FARRASH (HOUSEKEEPING)**" and should reach the office of Armed Forces Tribunal, Regional Bench, Kochi at 2.00 PM on 19-04-2019 or before. The technical bid shall be opened at 3.00 PM on 19-04-2019.

The tender document containing eligibility criterion, scope of work, terms and conditions and draft agreement can be downloaded from AFT website. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) should be deposited 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 Armed Forces Tribunal, Principal Bench website i e; [www.aftdelhi.nic.in](http://www.aftdelhi.nic.in). or by the Registrar Armed Forces Tribunal, Regional Bench, Kochi.



  
(K.R.Jayaprakash Narayanan)  
Registrar

Note : This notice is part of Tender Documents.

**TERMS AND CONDITIONS REQUIRED FOR SUCH A CONTRACT**

**SUB.: CALLING TENDER FOR AVAILING THE SERVICE OF SKILLED/SEMI-SKILLED/UN SKILLED WORKERS ( PHOTOCOPIER ATTENDANT, MALIS AND SAFAIWALAS/FARRASH) ON CONTRACT BASIS.**

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 the upkeep of Armed Forces Tribunal building and surrounding area:-

- |                                      |                              |
|--------------------------------------|------------------------------|
| (a) Safaiwala/Farrash (Housekeeping) | : Five persons (Unskilled)   |
| (b) Mali (Gardener)                  | : Two persons (Semi-skilled) |
| (c) Photocopier Attendant            | : One person (Skilled).      |

2. **General area of Armed Forces Tribunal:** The Tribunal building area 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 are	: <u>40 sq.mtr.</u>
Total	: <u>365 sq.mtr.</u>

**Open area;**

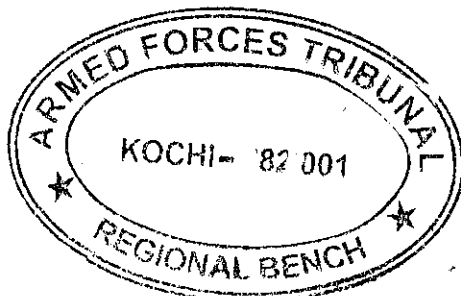
Courtyard area	: 1975 sq.mtr.
Parking area	: <u>570 sq.mtr.</u>
Total	: <u>2545 sq.mtr.</u>

**Terms and conditions**

2. 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) Form ST-2 (Certificate of Registration under Section 69 of Finance Act, 1994)
- (iii) Certificate of Registration with Labour Commissioner under Act 1970 with update registration for employees.
- (iv) Certificate of PPF Registration
- (v) Certificate of ESIC registration.
- (vi) Certificate of registration of the Firm/Service Provider
- (vii) Financial turnover
- (viii) IT Returns for the last two years
- (ix) History of the Company
- (x) Training Centre.
- (xi) Any other documents required under the Contract Labour Act.



**Para 3(a) : 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	Copy of Registration of Service Tax Number.		
5	Copy of PAN Number.		
6	Registration Certificate of ESI.		
7	Proforma containing details of other organisation where such contracts were/are enclosed.		
8	EMD of the prescribed amount enclosed.		
9	Price Bid enclosed in sealed envelope separately.		
10	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.		
11	Copy of the last two years' IT Returns.		
12	Undertaking of the bidder to the effect that no case is pending against the proprietor/firm/parties relating to any previous service contract.		
13	Office address.		
14	Copy of any two currently valid contract for similar work.		

Declaration by the Tenderer :

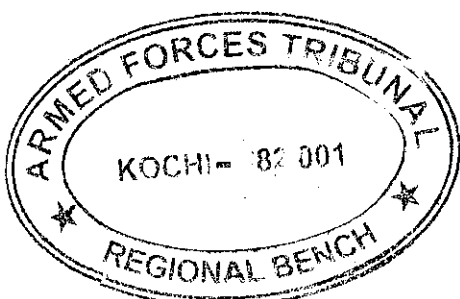
This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Ecls.;

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

Date

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



**3(b) Financial Bids :**

In Financial Bids, the bidder has to mention the rates of wage of each category as per Govt. of India, Ministry of Labour & Employment letter No. 1/38(5)/2018-LS-II dated 28-09-2018 and F No.38(3)/2018-LS-II dated 28-09-2018 as amended from time to time, separately 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 the Govt. of India, Ministry of Labour & Employment will be taken into account in following manner;

Sl. No.	Description	Category			Remarks
		Photocopier Attendant (Skilled)	Mali (Semi-skilled)	Safaiwala /Farrash (House-keeping). (Unskilled)	
1	Basic including VDA				
2	EPF (13 % of (1))				
3	ESIC (4.75% of (1))				
4	Bonus (1/12 of 7000) = Rs 583.33 say Rs 583/- per month per individual				
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****(a) Safaiwala/Farrash (Housekeeping)**

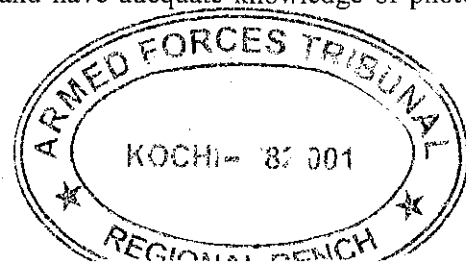
- (i) Cleaning and maintenance of common and private toilets, having an area of 40 sq.mtrs.
- (ii) Daily sweeping and cleaning the carpet area having an extent of 325 sq. mtrs.
- (iii) Daily sweeping of surrounding area (outside area) including car parks, scooter stand, hard standing for parking of vehicles.
- (iv) Daily sweeping of the parking area having 570 sq. mtrs. and Court yard area having an extent of 1975 sq. mtrs.

**(b) Mali (Gardener)**

- (i) Garden with flower beds in front of main building.
- (ii) Potted plants will be maintained inside the rooms as well as outdoor as per laid down plan.
- (iii) Fruit garden at the back side of the building.
- (iv) Maintenance of existing lawn and trees.

**(c) Photocopier Attendant :** Individual must be experienced and have adequate knowledge of photocopier functioning and maintenance.

6. Working hours of the Tribunal : 0930 AM 0530 PM



## 7. 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.

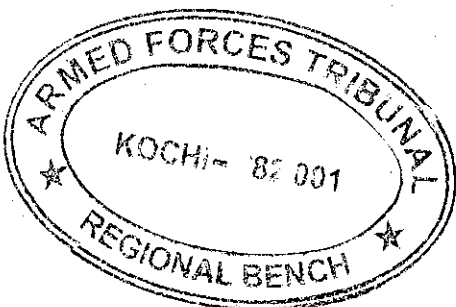
(f) **Supervision** : Adequate supervision will be provided by the Agency to ensure correct performance of the said services in accordance with agreement between the parties.

(g) **Payment of Wages** : As per Notification of Government of India, Ministry of Labour & Employment as amended from time to time.

(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 7<sup>th</sup> working day of the following month.

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



**8. Period of Contract.:** The Contract shall come in force with effect from 1.6.2019 or any other date fixed by the Tribunal for a period of one year (after completion of documentation and approval of Competent Financial Authority), 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.

**9.** 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. 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.

**10. Cleaning material and Detergent :** Cost of cleaning material should not be included in the bid. Cleaning material and detergents will be provided separately by the Tribunal.

**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 19-04-2019. Late Tenders will not be considered. Bids will be opened on the same day 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.

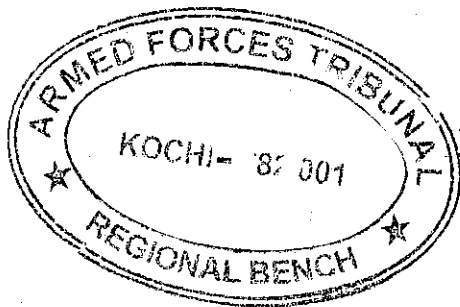
**13.** The agencies interested to take part in the bids are required to ensure :-


(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.

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

**15. 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.



  
(K.R. Jayaprakash Narayanan)  
Registrar

From \_\_\_\_\_

To

The Armed Forces Tribunal  
Regional Bench, Kochi

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  
\_\_\_\_\_



**BANK GUARANTEE**

In consideration of \_\_\_\_\_ (“the beneficiary”) having agreed to exempt M/s. \_\_\_\_\_ (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ for (hereinafter called “the said Agreement”), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions in the said Agreement, on production of a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of a breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, (Bank \_\_\_\_\_), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor’s(s) failure to perform the said Agreement. Any such demand on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, (Bank \_\_\_\_\_), further agree that the guarantee herein contained shall remain in full force and except during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ beneficiary \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee.

4. This contract of Bank Guarantee shall remain in operation for a period of \_\_\_\_\_ (period for which guarantee is required to be mentioned here) only after the date on which this contract is signed by the parties. The demand, if any, for payment under the terms of this contract shall be made by the beneficiary within the said period of \_\_\_\_\_. The beneficiary may enforce the right pursuant to such demand in any Court or Tribunal in accordance with law.

5. We, (Bank \_\_\_\_\_), further agree with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without accepting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to any of the powers exercisable by the beneficiary against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of beneficiary or any indulgence by the beneficiary to the said Contractor(s) or by any such matter.

6. The beneficiary shall, as far as possible, assess and quantify the actual loss / damage suffered before invocation and invoke the guarantee accordingly. If it is / was not possible for the beneficiary to furnish the actual loss / damage suffered at the time of invocation, then, the Bank shall pay the amount in terms of invocation by the beneficiary. The beneficiary shall, nevertheless, at least after receipt of the guarantee money from the Bank, assess and finally quantify the actual loss / damage and while settling the accounts of the contractor / supplier viz., M/s. \_\_\_\_\_ (mention constituent's name) shall pay the residual dues payable to the contractor / supplier (all relating to the contract in respect of which the guarantee has been issued) and at least to the extent of payment/s made by the bank to / through the Bank and shall not pay the dues, in any event, directly to the contractor / supplier.

7. We, (Bank \_\_\_\_\_), lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the beneficiary in writing.

8. Notwithstanding anything to the contrary contained herein:-

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

(b) This Bank Guarantee shall be valid up to \_\_\_\_\_.

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (the date of expiry of Guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For (Bank \_\_\_\_\_)  
Bank Seal

**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 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 consists 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.