

Email: regaftrb.mum-mod@gov.in
Tele: 022-23611998
Fax : 022-23611994

Registrar
Armed Forces Tribunal
Regional Bench, Mumbai,
7th Floor, MTNL Bldg;
A.G. Bell Marg, Malabar Hill,
Mumbai – 400 006

F. No. AFT/RBM/ADM/TE/AIR CONDITIONERS/98/2019

13th February, 2019

The Principal Registrar
(kind attn: Adm-II)
Armed Forces Tribunal
Principal Bench, West Block-VIII,
Sector-1, R.K. Puram,
New Delhi - 110066

**UPLOADING OF TENDER NOTICE OF ANNUAL MAINTENANCE CONTRACT
(COMPREHENSIVE) FOR 29 AIR CONDITIONERS (SPLIT), HITACHI
W.E.F. 01ST APRIL, 2019 TO 31ST MARCH, 2020**

Sir,

Please find enclosed herewith a copy of Tender Notice dated 13th February, 2019, with a request to upload on the Website of the Armed Forces Tribunal, Principal Bench, New Delhi.

Yours faithfully,

Sd/xxxx
(B.M. Gore)
Registrar
AFT, RBM

Enclosure: - As above

Email: regaftrb.mum-mod@gov.in
Tele: 022-23611995
Fax: 022-23611996

Registrar
Armed Forces Tribunal
Regional Bench, Mumbai
7th Floor, MTNL Bldg
A.G. Bell Marg, Malabar Hill
Mumbai – 400 006

F. No. AFT/RBM/ADM/AIR CONDITIONER/TN/98/2019

13th February, 2019

To

TENDER NOTICE
ANNUAL MAINTENANCE CONTRACT
(COMPREHENSIVE) FOR 29 AIR CONDITIONERS (SPLIT), HITACHI
W.E.F. 01ST APRIL, 2019 TO 31ST MARCH, 2020

1. Armed Forces Tribunal, Regional Bench, Mumbai invites sealed tenders under two-bid system from reputed and experienced agencies for supply of ANNUAL MAINTENANCE CONTRACT FOR 29 SPLIT AIR CONDITIONERS AT THE ABOVE ADDRESS.
2. The 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 super scribed "Tender for SUPPLY OF ANNUAL MAINTENANCE CONTRACT FOR 29 SPLIT AIR CONDITIONERS" and should reach **01.00 PM** on or before **05th March, 2019**. The technical bid and financial bid shall be opened on the **05th March, 2019** at **02.00 PM** on the same day.
3. The tender document containing eligibility, scope of work, terms and conditions and draft agreement can be collected on request from the Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Bldg; A.G. Bell Marg, Malabar Hill, Mumbai – 400 006. The bid security (EMD) of Rs.10,000/- (Rupees Ten thousand only) should be deposited by Account Payee Demand Draft or Bankers Cheque in favour of THE REGISTRAR, ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI.
4. The criterion of selection as well as rejection is defined in Appendix 'B' of the Tender Documents.
5. 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 the Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Bldg; A.G. Bell Marg, Malabar Hill, Mumbai-400 006.

NOTE: This notice is part of Tender documents

Sd/xxxxx
(B.M. Gore)
Registrar
Armed Forces Tribunal
Regional Bench, Mumbai

Enclosures: - As above

TERMS AND CONDITIONS REQUIRED FOR CONTRACT

SUB: CALLING TENDER FOR ANNUAL MAINTENANCE CONTRACT(COMPREHENSIVE) FOR 29 SPLIT AIR CONDITIONERS, MAKE HITACHI THROUGH OUTSOURCING: -

1. Armed Forces Tribunal, Principal Bench/Regional Bench, Mumbai is located at 07th floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai-400 006. The services of Annual Maintenance Contract (Comprehensive) for 29 Split Air Conditioners for maintenance and upkeep of Armed Forces Tribunal Premises:

(a) **Annual Maintenance Contract for 29 Split Air Conditioners.**

General Area of Armed Forces Tribunal:-

2. Presently, constructed area of Armed Forces Tribunal office premises is approximately 11970 Sq. Ft.

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) Goods and Service Tax Registration No.(**GST**)
- (iii) Form ST-2 (Certificate of Registration under Section 69 of Finance Act 1994).
- (iv) Certificate of Registration with Labour Commissioner under Act 1970 with update registration for employees.
- (v) Certificate of PPF Registration.
- (vi) Certificate of ESIC Registration.
- (vii) Certificate of Registration.
- (viii) Financial Turnover
- (ix) IT Return for last two years
- (x) History of the company
- (xi) Training Centre
- (xii) 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 is 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	Performa containing details of other organization 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 Income Tax Return		
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.

Enclosures: -

- (a) DD/Pay Order No.
- (b) Terms and Conditions (each page signed and sealed)
- (c) Financial Bid.

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

Date:

3 (b) Financial Bids:

In financial bids the calling Tender for Annual Maintenance Contract for 29 Split Air Conditioners through Outsourcing, the bidder has to **supply comprehensive servicing rates.**

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) General Terms & conditions: -

- i) Contractors should inspect the premises and air-conditioners before submitting their quotes for AMC.
- ii) The firm should have at least 3 years experience in the field of providing Annual Maintenance for split A.C.
- iii) The firm shall have its own qualified A.C. mechanics and the work should not be given to any sub-contractor.
- iv) Any complaint call made should be attended to within 12 Hrs. From the receipt of such call. In case of any machine break down and where the machine/part has to be taken to the work-shop/repair centre then it shall be the duty of the contractor to provide the service machine/part during such period of repair.
- v) Preventive maintenance would be carried out once in a quarter during the AMC period, so that the machines run in a trouble free manner. A record of such preventive maintenance carried out should be submitted on each occasion before the Registrar, AFT, RBM.
- vi) In case the Annual Maintenance Contractor defaults in rendering the service beyond 24 hrs. Then a penalty of Rs.200/- per day shall be imposed and the discretion of which shall lie with the administration.
- vii) The contract shall remain in force for a period of one year from the date of issue of letter awarding the contract.
- viii) In case the service is found to be unsatisfactory, the contract will be cancelled without assigning any reason.
- ix) The Registrar, Armed Forces Tribunal, Regional Bench Mumbai reserves the right to select or reject any or all the quotations received without assigning any reasons whatsoever.

5. Working hours of the Tribunal : 09.30 A.M. to 05.30 P.M.

The Contract and Governing Rules:-

6. (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 District Court, Mumbai 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, 07th Floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai-400 006 shall have the right to terminate this Contract in part or full in any of the following cases:-
- (i) The organization, if noticed that the services which are provided are not satisfactory.
- (ii) The Contractor 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) Payments: - Bills to be prepared by the Contractor and submitted to the Registrar, Armed Forces Tribunal, Regional Bench Mumbai of this office by 3rd working day of the following month for onward submission to the Principal Controller of Defence Accounts (Navy), No.1 Cooperage Road, Colaba, Mumbai – 400039 along with proof of EPF / ESI details of previous month of each individual.
7. Period of Contract: - The contract shall come in force with effect from **01/04/2019** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **31/03/2020**, unless terminated earlier (refer Para 6(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 Contractor found satisfactory on the same terms and conditions but in any case the Contract shall not be extended beyond the period of three years.

8. Visit: - 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 10.30 AM to 04.30 PM, on prior appointment from the Registrar, AFT, RBM.

9. Date and Time of Depositing of Bids:- Sealed Tenders envelope should be sent by registered post or can be dropped in letter box placed at the Main Gate of AFT, RBM, 7th floor, MTNL Bldg; Malabar Hill, Mumbai – 400 006 by **05/03/2019** till **01.00 PM**. During Tender opening, representative of Contractor can be present to with the proceedings. The Bids will be valid till signing the Contract Agreement.

10. For further query contact telephone Number: **022 – 23611995**.

11. Performance Security:- Once contract is finalized, the Contractor so selected will be required to deposit Performance Security for an amount of 10% of the approximate cost of the project 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 get extended by the Contractor accordingly.

Sd/xxxxx
(B.M. Gore)
Registrar
Armed Forces Tribunal,
Regional Bench, Mumbai

The Armed Forces Tribunal

Sir,

Re: Bank Guarantee favouring yourself

We enclose herewith our Bank Guarantee No. _____ for Rs. _____ /-
(Rupees _____ only) each respectively valid up to _____ 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 fulfillment 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 _____, 2016.

For (Bank _____)
Bank Seal

(To be typed on Rs. 100 Non Judicial Stamp Paper)

CONTRACT DEED

FOR THE PROVISIONS OF FACILITY SERVICES TO ARMED FORCES TRIBUNAL

It is hereby agreed between The Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, hereinafter referred to as the First Party and _____, hereinafter referred to as the Second Party that:-

1. The Second Party will provide the Annual Maintenance Contract for 29 Split Air Conditioners (Comprehensive) to the First Party. The Second Party has reassessed for providing Annual Maintenance Contract for 29 Split Air Conditioners (Comprehensive) to the First Party.
2. The Second Party shall depute its staff (work force) in respect of the services referred to in Para 1 above.
3. 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.
4. The First Party agrees to pay as consideration to the Second Party for quarterly services of Annual Maintenance Contract (Comprehensive) for 29 Split Air Conditioners. This will include all taxes, and the payment will be according to actual services rendered by the Second Party. The First Party also agrees to pay the rates as declared by the Government of India, as applicable to various categories of the services and all statutory liabilities.
5. A contractor bill for each quarter will be submitted by the Second Party to the First Party by the third working day of the following month.
6. 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. The Second Party after satisfactory completion of the term of the contract shall be entitled to receive back that Bank Guarantee.

7. 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.
8. 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 effects or assets of the First Party under its control.
9. 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.
10. Period of Contract: - The contract shall come in force with effect from **01/04/2019** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **31/03/2020**, unless terminated earlier (refer Para 6(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 Contractor found satisfactory on the same terms and conditions but in any case the Contract shall not be extended beyond the period of three years.
11. This contract shall remain in force for the period mentioned in clause 10, until terminated by 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.
12. There will be no claim for regularisation of services of any employees of the Second Party in any post in the Armed Forces Tribunal, Regional Bench Mumbai.
13. In the event of any dispute arising out of this Agreement between the parties hereto, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Mumbai. The arbitrator will be nominated by the First Party.
14. The Second Party will ensure that his representative / supervisor will visit Armed Forces Tribunal, Regional Bench Mumbai regularly and interact with the Registrar / staff to ensure satisfactory services.

For and on behalf of the First Party

For and on behalf of the Second Party

Armed Forces Tribunal
Regional Bench Mumbai