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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/SECURITY GUARDS-**I**/75/2019

05th 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 CONTRACT
FOR SUPPLY OF FOUR SECURITY GUARDS (WITHOUT ARMS)**

Sir,

Please find enclosed herewith a copy of Tender Notice dated 05th February, 2019, with a request to upload on the Website of the Armed Forces Tribunal, Principal Bench, New Delhi.

Yours faithfully,

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

Enclosure: - As above

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Appendix 'A'
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/SECURITY GUARDS-**I**/75/2019

05th February, 2019

To

TENDER NOTICE
FOR SUPPLY OF FOUR SECURITY GUARDS (WITHOUT ARMS)

1. Armed Forces Tribunal, Regional Bench, Mumbai invites sealed tenders under two-bid system from reputed and experienced agencies for supply of four Security Guards (Without Arms) at Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai – 400 006.
2. The interested agencies are required to submit the **technical** and **financial** bids 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 THREE SECURITY GUARDS (WITHOUT ARMS) on contract basis" and should reach by **13.00 PM** on or before **15th February, 2019** The technical bid and financial bid shall be opened on the **15th February, 2019** at **15.00 PM** on the same day.
3. The tender document containing eligibility criterion, scope of work, terms and conditions and draft agreement can be downloaded from www.aftdelhi.nic.in / 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.
6. The undersigned reserve the right to reject all the tenders received without assigning any reasons.

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 SECURITY GUARDS (WITHOUT ARMS) CONTRACT

SUB: CALLING TENDER FOR AVAILING THE SERVICES OF SECURITY GUARDS (WITHOUT ARMS) FOR PROVIDING ROUND THE CLOCK SECURITY: -

1. Armed Forces Tribunal, Regional Bench, Mumbai is located at 07th floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai-400 006. The Services of Security Guards (Without Arms) are required for round the clock Security in the premises of Armed Forces Tribunal, Regional Bench, Mumbai:

(a) **Supply of Four Security Guards (Without Arms) at Armed Forces Tribunal, Regional Bench, Mumbai.**

General Area of Armed Forces Tribunal:-

2. The **Armed Forces Tribunal, Regional Bench, Mumbai** is located on 7th floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai – 400 006. The constructed area of Armed Forces Tribunal office premises is approximately 11970 Sq. Ft.

(a)	Court Room	:	01
(b)	Chamber of Hon'ble Judges	:	02
(c)	Advocate Bar Room	:	02
(d)	Registrar's Chamber	:	01
(e)	Officer's Chamber	:	09
(f)	Judge Advocate	:	01
(g)	Conference Hall	:	01
(h)	Library Room	:	01
(j)	Work Station	:	01
(k)	Record Room	:	01
(m)	Store Room	:	01
(n)	Security Room	:	01
(p)	Toilets	:	02

Conted.....2/-

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.

Conted.....3/-

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 Goods & 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 (Financial 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 (page 1 to 5).		
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: -

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

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

Date:

Conted.....4/-

3 (b) Financial Bids:

In financial bids the bidder has to mention the rates of wage of each security guards (without arms) as per Govt. of India, Ministry of Labour and Employment, office of the Chief Labour Commissioner (C), New Delhi letter No. 1/10(6)/2018-LS-II dated 03.04.2018 as amended from time to time in the following format.

SL. No	Description	Percentage %	Charge to AFT Security Guards(without Arms)	Salary of Security Guards(without Arms)
(a)	Basic plus VDA			
(b)	1/6 Holiday	1/6 of (a)		
(c)	EPF	13 % of (a)		
(d)	E.S.I.	4.75 % of (a) & (b)		
(e)	Bonus	8.33 %		
(f)	Total			
(g)	Weekly off / National / other / holiday			
(h)	Service Charges			
(j)	Total			
(k)	GST			
(m)	Final Total			
(n)	For four x Security Guards			

NOTE: 1) 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.

Duties of Personnel: -

4. The services of four security Guards (without arms) are required for providing 24 hours round the clock security of office premises consisting of {para 2 (a) to (n)} i.e. total area 11970 sq. ft. approx. During day time there is requirement of Security Guard at the Court Room / office premises and parking area. Maintenance of In and Out register during working/non-working hours.

5. Security Guards (without arms) shall be in proper uniform. Uniform will be provided by the agency.
6. Security Guards (without arms) ensure adequate fire fighting arrangements and equipments are kept at proper place and their functional as per the instructions issued on the subject and trained for firefighting inside the office premises and area surrounding outside.
7. Working hours of the Tribunal : 09.30 A.M. to 05.30 P.M.

The Contract and Governing Rules:-

8. (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 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 shall be provided by the agency to ensure correct performance of the said services in accordance with agreement between the parties.
- g) Payment of wages: - Bills to be prepared by the agency 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 GST, EPF and ESI details of previous month of each individual.
- (h) Agency will be responsible for the payment of wages to individuals in full by 7th working day of the following month.
9. Period of Contract: - The contract shall come in force with effect from **01st April, 2019** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **31st March, 2020**), 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. 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.
11. 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 **13.00 PM** on or before **15/02/2019**. 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
- (i) The agency should have representative / office who may visit the Tribunal regularly and interact with the Registrar / Staff to ensure satisfactory service.
 - (ii) The agency should be able to provide backup personnel Security Guards (without arms) in case any of the personnel is absent for short duration.
13. For further query contact telephone Number: **022 - 23624001**
14. Performance Security:- Once contract is finalized, the agency so selected will be required to deposit Performance Security for an amount of 10% of the estimated value of the contract 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 get extended by the Agency accordingly.

Sd/xxxx
(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 _____, 2019.

For (Bank _____)
Bank Seal

ELIGIBILITY CONDITIONS OF THE VENDOR FOR THE CONTRACT

1. **TENDER OPENING CONDITIONS:** - Tender Opening Committee will be constituted by the Registrar which will consist of any three Gazetted / Non-Gazetted Officers. Tender will be received by post or may be handed over to the Admin Section of AFT, RBM. Tender Opening Committee on due date will open tender received from various agencies in presence of vendor's on decided date as per tender notice for providing of services throughout sourcing to Armed Forces Tribunal, Regional Bench Mumbai. The Committee will prepare the a list of all agencies taking part in tender and also check the intactness of the envelopes, open the envelopes (only Technical Bids) and get the signature of the Committee on envelopes and submit its reports to the Registrar.

2. **TENDER SCREENING COMMITTEE:** - Tender screening committee will be constituted by Head of the Department which will consist of any three members / Gazetted Officers. The tender screening committee will receive the tenders from the Registrar, screen the tenders received from the various agencies. The Committee will check the following: -

- (i) The Committee will check the correctness of the 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 Government and Central Government mandatory conditions as required on the subject. A comparative table so analyze of all the agencies will be attached along with this Board Proceedings.
- (iv) Once the process is over, the tender screening committee will submit the report to the Head of the Department through the Registrar.

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

CONTRACT DEED

FOR THE PROVISIONS OF FACILITY SERVICES OF SECURITY GUARDS (WITHOUT ARMS)
TO ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI

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 SECURITY GUARDS (WITHOUT ARMS) to the First Party. The Second Party has reassessed for providing SECURITY GUARDS (WITHOUT ARMS) to the First Party.
2. The Second Party shall depute its SECURITY GUARDS (WITHOUT ARMS) in respect of the services referred to in Para 1 above.
3. The second party shall provide the name, fathers name, age, qualification, EPF accounts details, ESIC card, GST, complete postal address with photographs of each of the staff (SECURITY GUARDS) deputed and shall also furnish police verification report in respect of each individual. Police verification of each person shall be submitted to the first party at the earliest.
4. The Security Guard (without arms) must be having the adequate trained knowledge of their duties. As far as possible Ex-service men should be deployed of Security Guards duties. Second party shall 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 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.

Contd.....13/-

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 enquiry 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 the second party. This will include all taxes, and the payment will be according to the 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 employees as declared by the Government of India, Ministry of Labour and Employment. The accepted rates mentioned shall include minimum wages of Central Government / State Government as applicable to the concerned 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 3rd working day of the following month.
10. Period of Contract: - The contract shall come in force with effect from **01st APRIL 2019** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **31st MARCH, 2020**, 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 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. The second party along with the bill shall submit an undertaking to the effect that the wages to the staff shall be paid by 7th day of that month and EPF, ESI contribution and GST shall be deposited within the prescribed statutory period required for such deposit and will attach the details of deposit of EPF, ESIC and GST along with details of bank remittance. 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.
12. The first party shall be entitled with hold payment of the bill in case any complaint as to the nonpayment of wages etc; is received from any of the staff deployed by the second party.
13. 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.

14. 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.

15. 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.

16. 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.

17. The contract will be effective from **01st April, 2019** and will remain in force till **31st March, 2020**.

18. This contract shall remain in force for the period mentioned in clause 16, 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.

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

20. 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.

21. 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.

22. The second party has agreed to provide substitute Security Guards 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

DETAILS OF MANPOWER TO BE DEPLOYED

SL.NO.	CATEGORY OF PERSONS	NO.OF PERSON(S)	REMARKS
1.	Security Guards (without arms)	04	