

**ARMED FORCES TRIBUNAL, REGIONAL BENCH CHANDIGARH
NEAR TANK T C P AT CHANDIMANDIR**

F.No AFT-CHD/1-GA/OUTSOURCE 2018-19

Dated. .11.2018

TENDER NOTICE

FOR SUPPLY OF **TEN SECURITY GUARDS (WITHOUT ARMS)**

Armed Forces Tribunal, Regional Bench Chandigarh invites sealed tenders under two-bid system from reputed and experienced agencies for SUPPLY OF **TEN** SECURITY GUARDS (WITHOUT ARMS) ON CONTRACT BASIS AT THE ABOVE ADDRESS.

The interested agencies are required to submit the technical and financial bid separately. The bids in sealed cover-I containing "Technical Bid" and Second Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for SUPPLY OF **TEN** SECURITY GUARDS (WITHOUT ARMS) ON CONTRACT BASIS" and should reach by 1600 Hrs on or before 31-12-2018 (Monday). The technical bid shall be opened on the 02-01-2019 (Tuesday) at 1400 Hrs at AFT Regional Bench Chandigarh.

The tender documents containing eligibility criterion, scope of work, terms and conditions and draft agreement can be downloaded from AFT(PB) New Delhi website. The bid security (EMD) of Rs 63,061/- (Rs Sixty Three Thousand Sixty One 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 CHANDIGARH at PANCHKULA.

The criterion of selection as well as rejection is defined in Appendix 'B' of the Tender Documents , which is available on AFT(PB) New Delhi website i.e. www.aftdelhi.nic.in

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(PB) New Delhi website i.e. www.aftdelhi.nic.in

NOTE : This notice is part of Tender Documents.

Registrar
Regional Bench Chandigarh
Tele No : 0172-2554219

TERMS AND CONDITIONS REQUIRED FOR SUCH A 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 Chandigarh is located Near T C P Tank Chandimandir, Panchkula (HR). The services of Security Guards (Without Arms) are required for round the clock Security in the Premises of Armed Forces Tribunal Regional Bench Chandigarh.

General Area of Armed Forces Tribunal

2. Presently, constructed area of Tribunal building is approx 21000 sq.ft and open area (Surrounding area/Lawn) is approx 10000 sq yards. The details of constructed area is as under :-

(a) Court Room	- 03
(b) Chamber of Hon'ble Judges	- 06
(c) Committee Room	- 01
(d) Advocate Bar Hall	- 01
(e) Staff Room/Stores	- 20
(f) Toilets	- 17

Terms and Conditions :-

3. Tenders will be submitted in two bids systems as under :-

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

- (i) PAN & TAN No.
- (ii) Form ST-2 (Certificate of Registration under Section 69 of Financial 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) Financial Turn Over for last two year.
- (vii) IT Return for last two years.
- (viii) History of Company.
- (ix) Any other documents required under the Contract Labour Act.
- (x) Registration certificate valid license issued by the Director General of Resettlement.
- (xi) GST No

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 entered into.		
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 of the bidder		
14.	Copy of any two currently valid contract for similar work		

Declaration by the Tenderer

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

Encls,

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

(Signature of tender with Seal)
Name
Office Seal

Date :

address

(b) Financial Bids. In financial Bids, the bidder has to mention the rates of wage of each SECURITY GUARD (WITHOUT ARMS) as per Government of India, Ministry of Labour & 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 :-

Wages as per DGR notification					
S.No	Description	Percentage %	Charge to AFT Security Guard (without arms)	Salary of Guard	
a)	Basic Plus VDA				
b)	1/6 Holiday	1/6 of (a)			
c)	E.P.F.	13% of (a)			
d)	E S I	4.75% of (a) & (b)			
e)	Bonus	8.33 %			
f)	Total				
g)	Wkly Off/National/Other/holiday				
h)	Service Charge				
i)	Total				
j)	GST				
k)	Final Total				
l)	For 10 x Security Guards				

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.

Duties of Personnel

4. The services of ten Security Guards (without arms) are required for providing 24 hours round the clock security of office complex consisting of 3 Court Rooms, 6 Chambers of Hon'ble Judges , 1 Committee Room , 1 Advocate Bar Room, 20 Staff Room/stores and 17 Toilets with approximate covered area of 21000 sq.ft and out side open area of about 10000 sq. yards. The two Main Gates are also required to be maintained. During day time there is requirement of Security at the Court Room/office complex and parking area.

5. Uniform will be provided by the agency.
6. Supervisor must be experienced to monitor the placement of adequate manpower for smooth functioning of AFT Regional Bench and he should be trained for fire fighting inside the buildings and area surrounding outside.
7. Working Hours of the Tribunal. - 0930 AM to 0530PM
(For Outsourcing Staff -0830 AM to 0600PM)

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 Panchkula 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 Organisation, Armed Forces Tribunal Regional Bench Chandigarh 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 Commissioner (concerned state).

(h) Other Services or requirement of persons may be increased/decreased at any stage during the period of 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 Establishment section of this office by 3rd working day of the following month for onward submission of bills to concerned PCDA/CDA along with proof of EPF/ESI details of previous month of each individual.

9. Period of the Contract :- The contract shall come in force with effect from 1st 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 the calling tender, Appendix-B). 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 1100 hrs to 1600 hrs on prior appointment from Joint Registrar. Number of personnel as assessed by the agency for services as mentioned in the tender are subject to increase/decrease before finalization of the Contract Agreement.

11. Date and Time of Depositing of Bids. Sealed Tenders envelopes should be sent by registered post or can be handed over in Admn Section (Dispatch/Receipt Branch) of AFT, Regional Bench Chandigarh by 1600hrs on 31-12-2018. **Late Receipt of Tender will not be considered.** Technical bids will be opened on 02-01-2019 at 1400hrs. 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 (respective cities where Bench is situated), 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 Security Guards in case any of personnel is absent for short duration.
13. For any further query contract Telephone Number 0172-2554317.
14. Performance Security. Once contract is finalized, the Agency so selected will be required to deposit Performance Security for an amount of 02 to 5% of the estimated value which will be released after 60 days of expiry of agreement, if not otherwise extended on mutual understanding. In case Contract agreement is extended, the period of Performance Security will be got extended by the Agency accordingly.

Registrar

Armed Forces Tribunal,
Regional Bench, Chandigarh
Near Tank T C P
Chandimandir-134107
Panchkula (Haryana)

Sir,

Re : Bank Guarantee favouring yourself

We enclosed 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

GUARANTEE BOND

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), we (bank _____) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the beneficiary an amount not exceeding 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 on 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 power 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 or.

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 _____.(mentioned 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:-

(1) Our liability under this Bank Guarantee shall not exceed Rs _____
(Rupees _____ only).

(2) This Bank Guarantee shall be valid upto _____.

(3) 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 the _____ day of _____ 20

For (Bank _____)

Bank Seal

ELIGIBILITY CONDITIONS OF THE VENDOR FOR THE CONTRACT

1. **Tender Opening Committee.** 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 Admin Section of AFT Chandigarh Bench. 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 Chandigarh. 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 the 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 analyzed 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 the Registrar.

(To be typed on Rs 100.00 Non Judicial Paper)

CONTRACT DEED

**FOR THE PROVISIONS OF FACILITY SERVICES
TO ARMED FORCES TRIBUNAL, REGIONAL BENCH CHANDIGARH**

It is hereby agreed between Armed Forces Tribunal, Regional Bench, Chandigarh at Chandimandir, 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 the man power required for providing facility services to the First Party. The present strength of persons may be charged, 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 Security services referred to in Para 1 above.
3. The Second Party shall provide the name, father's name, age, qualification, EPF Account 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 earliest.
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 of 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 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, Director General Resettlement . The accepted rates mentioned shall include Minimum Wages of the Central Government/ as applicable to 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 third working day of the following month.
10. 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 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 form 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 effective from _____ and will remain in force till _____.
17. The 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 service of any employees of the Second Party for any post in the Armed Forces Tribunal, Regional Bench Chandigarh at Chandimandir.
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 Chandimandir. The Arbitration will be nominated by First Party.
20. Registration/license with Labour Commissioner/ Director General of Resettlement must be renewed, when necessary, by the Second party. A photo copy will be handed over at the time of contract.
21. The second party will ensure that his representative/supervisor will visit this Tribunal regularly and interact with 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
Armed Forces Tribunal

For and on behalf of the Second

Annexure to Appendix-E
(wrt para 9 of Appendix-E)

DETAILS OF MANPOWER TO BE DEPLOYED

Ser No	Category of Persons	No of Person(s)	Remarks
1.	Security Guards (Without arms)	10	
2.	Supervisor	-	
	Total	10	