



ARMED FORCES TRIBUNAL
REGIONAL BENCH, KOLKATA
O-6, CLYDE ROW, HASTINGS, KOLKATA-700 022
Tele No. : 033-2223-6877 & 033-2223-6834; FAX No. : 033-2223-6832
e-mail ID : aftkolkata@yahoo.in website : www.aftkolkata.nic.in

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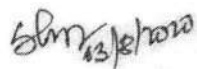
TENDER NOTICE

**FOR PROVIDING OF SERVICES OF SEMI-SKILLED / UN-SKILLED WORKERS ON
CONTRACT BASIS FOR FUNCTIONS OF SAFAIWALA / FARASH / SECURITY
GUARDS (WITHOUT ARMS), PHOTOCOPIER ATTENDANT & MALI**

1. Armed Forces Tribunal, Regional Bench, Kolkata invites sealed tenders under two-bid systems from reputed and experienced agencies for providing of services of Semi-skilled / un-skilled workers, security guards (w/o arm), photocopier attendant and Mali (details are given in the enclosed sheets) on contract basis initially for a period of one year with provisions of allowing two extensions on yearly basis (for a maximum period of three years) subject to satisfactory services rendered by the Agency / Vendor, so selected.
2. The interested agencies / vendors are required to submit the technical and financial bids separately. The bids in sealed Cover – I containing "Technical Bids" and in sealed Cover – II containing "Financial Bids" should be placed in a third sealed cover duly super scribed "Tender for supply of Semi-skilled / un-skilled workers / security guards (without arms) on contract basis" and should reach the office of the Armed Forces Tribunal, Regional Bench, Kolkata (address at letter head) within a period of 20 days from the date of publication of this Tender Notice. The technical bids shall be opened on the following day (on completion of 20 days) at 14:30 hours in the Chambers of the Registrar, Armed Forces Tribunal, Regional Bench, Kolkata by a Board of Officers and in presence of the representatives of all the bidders / agencies. The representatives must carry a authority letter from the Agency and to submit the same alongwith a copy of Photo Identity duly self attested and to put in his / her mobile number (s).
3. One box for placing the tenders by the vendors will be available at the Main Gate as well. No person will be allowed entry for submission of such tenders.

Contd.....P-2/-

4. Queries, if any, may be sought for from the SO I/C (Admin) (033-2223-6834 : Extension – 110) over telephone only (numbers as provided on this letter head itself).
5. The tender documents containing eligibility criterion, scope of work, terms and conditions and draft agreement can be downloaded from AFT's website, www.aftkolkata.nic OR hard copy will also be made available for supply to the probable Agencies / Bidders on demand in writing only. The bid security (EMD) of Rs. 1,00,000.00 (Rs. One Lakh only) (returnable in original only – after one month on completion of bidding process) should be attached by account payee DD/FDR, Bankers cheque or in the form of a Bank Guarantee from any Commercial Bank as prescribed in the N. I. T. in favour of the Registrar, Armed Forces Tribunal, Regional Bench, Kolkata.
6. Personnel so employed needs to be medically examined by the concerned Agency before placing on duty and such documents needs to be submitted on the first day itself of personnel so employed / deployed. This office will not bear any expenses for such medical examination of the personnel so employed / deployed by the Agency concerned, so selected.
7. The criterion for selection as well as rejection is defined in Appendix "B" of the Tender Documents and subject to approval from the Principal Bench of the Tribunal.
8. The Bid shall remain valid for 90 days from the date of opening the Technical Bid. Any future clarification and / or corrigendum so (if any) shall be communicated through AFT's website only.


(Sagiruddin Azad)
Registrar-in-Charge

TERMS AND CONDITIONS REQUIRED FOR SUCH A CONTRACT**SUB : CALLING TENDER FOR AVAILING THE SERVICES OF SAFAIWALA/FARASH, PHOTOCOPIER ATTENDANT, SECURITY GUARDS (WITHOUT ARMS) AND MALI THROUGH OUTSOURCING**

1. Armed Forces Tribunal, Regional Bench, Kolkata, is located at O-6, Clyde Row, Hastings, Kolkata-700022. The services of following personnel are required for security, maintenance and upkeep of Armed Forces Tribunal building and surrounding area : -

- (a) Safaiwala/Farash - 6
- (b) Photocopier attendant - 2
- (c) Security Guard without Arms - 6
- (d) Mali - 1

General Area of Armed Forces Tribunal

2. Presently, constructed area of Tribunal building is approx 791 Sqm and open area (Surrounding area) is approx 1385 Sqm. Thus total area is approx 2176 Sqm. The details of constructed area are as under : -

- (a) Office Area - 556.60 Sqm
- (b) Toilet Area - 46.54 Sqm
- (c) E & M Installation - 69.62 Sqm
- (d) Lawyers Chamber - 73.70 Sqm
- (e) Garages - 44.24 Sqm
- (f) Open Area - 13.19 Sqm
- Total Area - 2188 Sqm**

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 following documents (duly self attested) for qualifying the Technical Bids:-

- (i) PAN, TAN & GST
 - (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) Form No. 6 (Licence for operating of Private Security Agency) issued by concerned DGR/State Govt.
 - (v) Certificate of PPF Registration.
 - (vi) Certificate of ESIC Registration.
 - (vii) Certificate of Registration (Trade Licence from Corporation/Municipality).
 - (viii) Financial Turn Over.
 - (ix) IT Return for last two years.
 - (x) History of the Company
 - (xi) Training Centre (Desirable)
 - (xii) Registration for Professional Tax
 - (xiii) Any other documents required under the Contract Labour Act.
- (b) Check List for bidders.

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.	Form No. 6 (Licence for operating of Private Security Agency) issued by concerned DGP/State Govt.		
3.	Certificate of Registration (Trade Licence from State Govt/Corporation/Municipality)		
4.	Copies of Balance Sheet and P&L Account for the last two years		
5.	Registration Certificate of Provident Fund Commissioner		
6.	Copy of Registration of Good Service Tax No		
7.	Copy of PAN		
8.	Registration Certificate of ESI		
9.	Details of other organization(s) where such contracts were / are in place, to be closed.		
10.	EMD of the prescribed amount enclosed		
11.	Price Bid enclosed in sealed envelope separately		
12.	Acceptance of Terms and Conditions attached. Each Page of Terms and Conditions to be duly signed as token of acceptance and submitted as part of the tender documents.		
13.	Copy of the Last Two Years Income Tax Return		
14.	Undertaking of the bidder to the effect that no case is pending against the proprietor/firm/parties relating to any previous service contract		
15.	Office address		
16.	Copy of any two currently valid contract for similar work		
17.	Registration for Professional Tax Certificate		

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.

Encls : -

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

(Signature of Tenderer with Seal)
Name, Seal & Office Address

Date :

(b) **Financial Bids**. In financial Bids, the bidder has to mention the rates of wage of each category, 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 Govt. of India, Ministry of Labour & Employment will be taken into account in following manner:- (Revision in wages are allowed as and when notifications for revision are issued by the Central / State Government).**

Ser No	Description	Category			Remarks
		Guards	Semi-Skilled (Photocopier attendant)	Unskilled(H /K, Farash /Mali)	
1.	Basic including VDA				
2.	EPF				
3.	ESIC				
4.	Bonus				
5.	Sub Total (1 to 4)				
6.	Service Charge (Per Day Rate)				
7.	Other Charges, if any				
8.	GST				
9.	Total (5 to 8) (Per Day Rate)				

NOTE :

1. Above format will be strictly followed. Financial effects not quoted in the bid will not be accepted at a later stage.
2. EPF, ESIC and Bonus will be calculated in accordance with current orders/ instructions of Ministry of Labour, Govt. of India & Ministry of Law Govt. of India.
3. ***Submission of all the documents mentioned above alongwith the declaration, is mandatory. Non-submission of any of the information above may render the bid to be rejected.***

Duties of Personnel

4. Duties of personnel will be defined as :-

(a) Security Guard (without Arms) (Ex Serviceman only)

(i) 24 hours manning of one main gate without arms including Sundays and Holidays, One other gate will be manned during working hours only.

(ii) Night Patrolling of building and adjoining area.

(iii) Maintenance of IN/OUT Register at the main gate and second gate during working hours and non-working hours.

(vi) Organizing and managing security of car parks. Scooter stand, advocate room (bar room) and cafeteria location.

(v) Security of all Building in the premises.

(vi) Security and managing of Advocate Building (Bar Rooms).

(vii) Ensure surrounding area is free from cattle/dog nuisance.

(viii) Ensure adequate fire fighting arrangements and equipments are kept at proper place and they are functional as per the instructions issued on the subject.

(b) Safaiwala/Farash (Housekeeping).

- (i) Cleaning and maintenance of common and private toilets.
- (ii) Mali (Gardner). Cleaning and maintenance of all rooms, advocate room (Bar room) and main gate of the building as per the details given in succeeding paragraphs.
- (iii) Cleaning and maintenance of surrounding area (Outside area) including car parks, scooter stand, hard standing for parking of vehicles.
- (iv) Garden with flower beds in front of main building.
- (v) Potted plants will be maintained inside the rooms as well as outdoor as per laid down plan.
- (vi) Fruit garden at the back side of the main building.
- (vii) Maintenance of existing lawn and trees.

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

5. Security Guards (without arms) will be in proper uniform. **Uniform to all the employees will be provided by the Service Provider Agency.**

6. Security Guard without arms will be trained for fire fighting in side the buildings and area surrounding outside.

7. Working Hours of the Tribunal. - 0930 AM to 0530 PM (6 days a week) (Monday to Saturday).

The Contract and Governing Rules

8. (a) The Contract shall be considered and made in accordance with the Laws of Republic of India. In the event of any legal dispute, the District Court, Kolkata 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, Kolkata) shall have the right to terminate this Contract in part or in full with one month's notice 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, Office of the Deputy Chief Labour Commissioner (concerned state).
- (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 2nd working day of the following month.

(j) Wages Bills of personnel be prepared by the agency and submitted to Admin. Section of this office by 3rd working day of the following month for onward submission of bills to concerned PCDA / CDA / AAO alongwith proof of EPF/ESIC details of previous month of each individual. GST payment receipt should also be attached.

9. **Period of the Contract.** The contract shall come in force with effect from 01st December, 2020 (After completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year) till 30 Nov 2021 which may be extended by another two years on yearly extension basis (1+2 extensions) unless terminated earlier (refer Para 8 (d) of Appendix 'B'- Calling for 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 are found to be 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 1030 hrs to 1600 hrs with prior approval of the Registrar over telephone. Number of personnel as assessed by the agency for services as mentioned in the tender are subject to increase / decrease before / even after finalization of the Contract Agreement with consent of both parties.

11. **Cleaning Material and Detergent.** Cost of cleaning material should not be included in the bid, cleaning material and detergents will be provided separately by Administrative Section of AFT.

12. **Date and Time of Depositing of Bids.** Sealed Tenders should be sent by registered post or may be dropped in Tender Box placed at the office of Registrar / Main Gate by 4 pm within 20 days from the publication of this notice. Tenders submitted after due date / time will not be considered. Bids will be opened on the following day at 1430 hours in the Chambers of the Registrar by a duly constituted Board of Officers. During Tender opening, representative of agency may remain 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 Kolkata and may visit this Tribunal regularly and interact with Registrar / Staff to ensure satisfactory service.
 - (b) The agency should be able to provide backup personnel (Guards, House Keeping staff / Safaiwala, Mali & Photocopier Attendant) in case any personnel is absent for duty short or long durations without taking any prior approval of the Competent Authority.
14. For any further query contact Telephone Number is - 033-2223-6834 (Extn No. 110).
15. **Performance Security**. Once contract is finalized, the Agency so selected, will be required to deposit Performance Security for an amount of 10% of the approximate cost of the project for one year or one month's wages whichever is higher which should be valid for 60 days beyond the contract period.
16. **Staff for Circuit Bench**. The agency should also be capable of providing required staff for Circuit Benches, as and when required / demanded / called for.

Registrar-in-Charge

The Armed Forces Tribunal
Regional Bench, Kolkata
6, Clyde Row, Hastings,
Kolkata – 700 022
Fax No : 033 -22236832,
Tele No : 033-22236877

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

On Non Judicial paper of Rs. 100/-GUARANTEE BOND

1. 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 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 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/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 :-

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

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

(iii) 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).

Date the _____ day of _____ 2020

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 duly constituted by a Board of 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 placed in the Tender Box of AFT. Tender Opening Committee on due date will open Tender so received from various Agencies in presence of vendors / their nominated agent (s) on decided date as per Tender Notice for providing of services through outsourcing to Armed Forces Tribunal. 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 /Non Gazetted Officer (s). 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 analyzed 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 Head of Department through 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, KOLKATA

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

1. The Second Party will provide the Facility Services to the First Party. The Second Party has reassessed the category wise man power required for providing facility services to the First Party. The facility services is categorized as Safaiwala/Farrash, Photocopier attendant, Security Guards (without arms) and Mali. The present strength of persons may be changed, i.e., increase/decrease depending upon the change in future requirements, if any.
2. The Second Party shall depute its staff (work force) in respect of each of the services referred to in Para 1 above.
3. The Second Party shall provide the name, father's name, age, qualification, EPF 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 _____.
4. The Second Party will arrange medical fitness certificate in respect of the persons deployed / employed for the above such duties.
5. The security guards without arms must be having the adequate trained knowledge of their duties. As far as possible, Ex-servicemen should be deployed for security guard duties. Second party will be fully responsible for training and deployment of Security Guards.

6. 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, 4 and 5 above in respect of the replaced staff.
7. 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.
8. 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.
9. The First Party agrees to pay as consideration to the second party per month for persons deployed by second party. This will include all taxes, and the payment will be according to actual strength of staff for the services rendered by the Second Party. The First Party also agrees to pay the revised minimum rates of wages payable to the employees as declared by the Government of India, Ministry of Labour and Employment / Central / State Government from time to time. The accepted rates mentioned shall include Minimum Wages of the Central Government/State Government as applicable to various categories of the services and all statutory liabilities.
10. 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.
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 01st day of that month and the EPF and ESI contribution and GST shall be deposited within the prescribed statutory period required for such deposit and will attach the details of deposits of EPF/ESIC of the previous month. The payment to the staff shall be made by transfer in respective bank account only.

12. 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.

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. 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 effect 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 and 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 December, 2020 and will remain in force till 30 November, 2021.

18. This contract shall remain in force for the period mentioned in clause 17, 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.

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

20. 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 at Kolkata only. The venue of the Arbitration shall be at Kolkata. The Arbitrator will be nominated by First Party.

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

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

23. The second party will ensure that his representative/supervisor will visit this Tribunal regularly and interact with Registrar/ his nominated Staff for such duties to ensure satisfactory services.

24. The second party has agreed to provide substitute (Safaiwala/Farrash, Photocopier Attendant, Security Guards without arms and Mali) 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 Second Party
Services Providing Agency

DETAILS OF MANPOWER TO BE DEPLOYED

Ser No	Category of Persons	No of Persons	Remarks
1.	Safaiwala/ Farash	06 (SIX)	
2.	Photocopier Attendant	02 (TWO)	
3.	Security Guards (Without Arms)	06 (SIX)	
4.	Mali	01 (ONE)	
Total		15 (Fifteen Only)	