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Appendix 'A'
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 GUARD/RTE-1/1111/2021**

12th March, 2021

TO

TENDER NOTICE-1


FOR SUPPLY OF SECURITY GUARD (WITHOUT ARMS) - 04 (FOUR)
ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARD (WITHOUT ARMS) FOR THE
FINANCIAL YEAR 2021-22 - ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI

Sir,

1. Armed Forces Tribunal, Regional Bench, Mumbai invites sealed tenders under two-bid system from reputed and experienced agencies for SUPPLY OF SECURITY GUARD (WITHOUT ARMS) - 04 (FOUR) ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARD (WITHOUT ARMS) FOR THE FINANCIAL YEAR 2021-22, 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 SECURITY GUARD (WITHOUT ARMS) - 04 (FOUR) ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARD (WITHOUT ARMS) FOR THE FINANCIAL YEAR 2021-22 and should reach **3.00 PM** on or before **25th March, 2021**. The technical & financial bid shall be opened on the **26th March, 2021** at **1.00 PM**.
3. The tender document containing eligibility, scope of work, terms and conditions and draft agreement can be collected on request from the Registrar(I/C), Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Bldg; A.G. Bell Marg, Malabar Hill, Mumbai – 400 006. The Earnest Money Deposit as provided in Rule 170 GFR 2017 Bid Security (EMD) should ordinarily be two percent to five percent of the estimated value of contract. Bid security is normally to remain valid for a period of 45 days beyond the final bid validity period and should be paid by Account Payee Demand Draft or Bankers Cheque in favour of THE REGISTRAR(I/C), 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(I/C), 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.

Yours faithfully,


(V. J. Kale)
Registrar (I/C)

TERMS AND CONDITIONS REQUIRED FOR CONTRACT

SUB: CALLING TENDER FOR SUPPLY OF SECURITY GUARDS (WITHOUT ARMS) - 04 (FOUR) ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARDS (WITHOUT ARMS) FOR THE FINANCIAL YEAR 2021-22 FOR ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI: -

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) - 04 (Four) are required for round the clock Security duties in the premises of Armed Forces Tribunal, Regional Bench, Mumbai.

(a) Supply of 04 (Four) Security Guards (without arms) at Armed Forces Tribunal, Regional Bench, Mumbai.

General Area of Armed Forces Tribunal:-

2. Presently, constructed area of Armed Forces Tribunal, Regional Bench, Mumbai 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
(l)	Store Room	:	01
(m)	Security Room	:	01
(n)	Toilets	:	02

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) Form ST-2 (Certificate of Registration under Section 69 of Finance Act 1994).
- (iii) Certificate of Registration with Labour Commissioner under Act 1970 with update registration for employees.
- (iv) Certificate of **EPF** Registration.
- (v) Certificate of **ESIC** Registration.
- (vi) Certificate of **GST** Registration.
- (vii) Financial Turnover
- (viii) IT Return for last two years
- (ix) History of the company
- (x) Training Centre
- (xi) Any other documents required under the Contract Labour Act Para 3(a) Preparation of Technical Bid.
- (xii) Experience with other Govt. Agencies, if any.

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(GST)		
5	Copy of PAN Number		
6	Registration Certificate of ESIC		
7	Proforma 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/Bankers Cheque.
- (b) Terms and Conditions (each page signed and sealed).
- (c) Financial Bid.

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

Date:

3. (b) Financial Bids: In Financial Bids, extent rates of minimum wages as notified by Chief Labour Commissioner, Ministry of Labour & Employment will be accepted. The bidders have to mention the rates of wages of each category separately with all details/breakdown on PER DAY basis with service charges proposed to be charged by them. The service charge should be sufficient enough to meet the legal/statutory obligation viz registration charges, police verification charge, establishment charges, EMD/PBG carrying cost, TDS on Income Tax and cost of uniform if asked for in tender. The quantum of minimum service charge percentage so as to meet the essential legal/statutory obligations by the bidders will be decided by a Procurement Committee established for the purpose, before opening of Financial Bid and shall be final and binding for all bidders. The Minimum Service Charge the percentage fixed by the Procurement Committee will be known as "Benchmark". Towards this, the bidders are to fill up Annexure "B" meticulously and submit along with tender documents. The bidder quoting Service Charges lower than the benchmark shall be treated as unresponsive and shall be summarily rejected. Only the bid quoting equal to or greater than the benchmark shall be subject to scrutiny for arriving at L-1 to protect the interest of the Government. The percentage of service charge should be quoted on wages only and should not be less than 1 % in any case :-

WORKING SHEET - FINANCIAL BID

Ser No	Description	Category-Skilled	Remarks
1.	Basic including VDA Per day	31 days or 30 days or 28 days *	
	-do- Monthly		
2.	EPF (13%)		
3.	ESIC (3.25%)		
4.	Bonus (8.33% of Rs. 7000/-)		
5.	Sub Total (1 to 4)		
6.	Service Charge		
7.	Total (5+6)		
8.	Grand Total		

Note: 1. Service charge at column 6 is a variable factor which the tenderer has to specifically quote for bidding. Service Charges shall be worked out on wages only.

2. Submission of all the documents/information mentioned above along with the declaration is mandatory. Non-submission of any of the information above may render the bid to be rejected.

3.* Number of days of the particular month.

4. Duties of the Personnel: -

(a) Security Guards (without arms) - 04 Nos.

(i) 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 on In and Out register during working / non working hours.

(ii) Security Guards (without arms) shall be in proper uniforms. Uniforms will be provided by the agency.

(iii) Security Guards (without arms) ensure adequate fire fighting arrangements and equipments are kept at proper place and they shall functional as per the instructions issued on the subject and shall trained for fire fighting inside the office premises and area surrounding outside.

(b) Working hours of the Tribunal : 09.30 A.M. to 05.30 P.M.

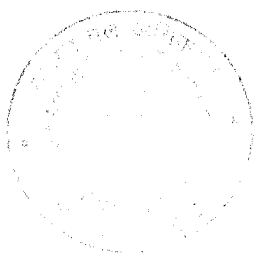
5. General Terms & conditions: -

- i) Contractors should inspect the premises before submitting their quotes for AMC. The contractor should **supply the personnel mentioned at Para 4 (a)** accordingly the monthly bills to be submitted to the Registrar (I/C), AFT, RBM.
- ii) The firm should have at least 3 years experience in the field of providing manpower for supply of Security Guards (without arms) on contract basis for Government office functions.
- iii) The firm shall have its own qualified staff and the work should not be given to any sub-contractor.
- iv) If the AFT, RBM desires any further manpower or any further modifications to the Security Guards (without arms), the same shall be supplied by you at the rate agreed upon.
- iv) Any complaint call made should be attended to within 12 Hrs. from the receipt of such call.
- v) The Security Guards (without arms) contract shall remain in force for a period of one year from the date of issue of letter awarding the contract.
- vi) In case the service is found to be unsatisfactory, the outsourcing Security Guards (without arms) contract will be cancelled without assigning any reason.
- vii) The Registrar(I/C), Armed Forces Tribunal, Regional Bench Mumbai reserves the right to select or reject any or all the quotations received without assigning any reasons whatsoever.
- viii) The Security Guards (without arms) is required to be issued with the appointment letter, identity card of contractor's organisation, two pair of uniform, EPF pass book, ESIC Card etc. The monthly salary for the out-sourced staff should be paid on or before 10th day of the following month. This office reserves the right of replacement or termination of staff subject to performance of the staff.


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 (I/C), Armed Forces Tribunal, Regional Bench Mumbai of this office by 15th day of the following month for onward submission to the Principal Controller of Defence Accounts (Navy), No.1 Cooperage Road, Colaba, Mumbai – 400 039 along with proof of GST, EPF & ESIC details of previous month of each individual.

7. Period of Contract: - The contract shall come in force with effect from **01/04/2021** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **31/03/2022**, 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(I/C), 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 on or before **25/03/2021** till **3.00 PM**. During Tender opening, representative of Contractor can be present to witness the proceedings. The Bids will be valid till signing the Contract Agreement.
11. For further query contact telephone Number: 022 - 23611996
12. Performance Security:- Once contract is finalized, the Contractor so selected will be required to deposit Performance Security for an amount of 5% of the approximate cost of the project which should be valid for 60 days beyond the contract period after 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.



Yours faithfully,


(V. J. Kale)
Registrar (I/C)

Copy to: -

The PCDA (Navy),
No. 1 Cooperage Road, Colaba,
Mumbai - 400 005

: for information please.

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 fulfilment by the said contractor(s) of the terms and conditions in the said Agreement, on production of a bank guarantee for Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of a breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

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

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

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

8. Notwithstanding anything to the contrary contained herein:-

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

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

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

Dated this _____ day of _____, 2021.

For (Bank _____)
Bank Seal

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

CONTRACT DEED

FOR THE PROVISIONS OF SUPPLY OF SECURITY GUARD (WITHOUT ARMS) - 04 (FOUR)
ON CONTRACT BASIS FOR FUNCTIONS OF SECURITY GUARD (WITHOUT ARMS) FOR THE
FINANCIAL YEAR 2021-22, SERVICES 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 hiring of manpower staff services Contract for Supply of unskilled, Skilled and Highly Skilled manpower staff on Contract Basis for functions at Government office of total twelve(12 Nos.) personnel to the First Party as mentioned at Para 3 (a) to (e) to this letter. The contractor should supply twelve (12 Nos.) personnel of unskilled, Skilled and Highly Skilled. The Second Party has reassessed for providing Contract for Supply of twelve (12 Nos.) unskilled, Skilled and Highly Skilled manpower staff on Contract Basis for the functions at Government office to be supplied to the First Party.
2. The Second Party shall depute its manpower 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 monthly services of Security Guards (without arms) Contract for Supply of Skilled workers on Contract Basis for functions at Government Office. 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. The hiring of Security Guard (without arms) services contractor's bill for each month 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 manpower 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. The hiring of manpower services contract will be effective from **01/04/2021** and will remain in force till **31/03/2022**.

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
Party.

For and on behalf of the Second
Party.

Armed Forces Tribunal
Regional Bench Mumbai

Annexure to Appendix-E
(w.r.t. Para 4 of Appendix-E)

DETAILS OF SUPPLY OF SKILLED WORKERS ON CONTRACT BASIS FOR FUNCTIONS OF
SECURITY GUARDS (WITHOUT ARMS) FOR THE FINANCIAL YEAR 2021-22
ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI TO BE DEPLOYED

SL.	Category of Persons	No. of days per month	No. of Persons	Remarks
1	Skilled	31 days or 30 days or 28 days *	04 Nos.	Security Guards (without arms)
Total : -			04 Nos.	

Note: - * Number of days of the particular month.

Bench Mark Sheet		
Total Wages= No of Workers x Wages x 26 days x 12 Month = xxxxxxxx/-		
Total Contract Value = Total Wages + EPF + ESIC + GST = xxxxxxxx/-		
Bench Mark% = Total Estimated Expenditure / Total Wages Only.		
Calculation of Total Cost of Vendors / Contractors		
SL NO	Charges on account of	AMOUNT Rs. Ps.
1	Registration Charges per person	
2	Police Verification Charges per person	
3	EMD Carrying Cost = EMD Amount (xxxxxxx x 6%) x 6 Month	
4	PBG Carrying Cost = PBG Amount (xxxxxxx x 6%) x 14 Month	
5	TDS Carrying Cost = 2.2% of Total Contract Value x 6 Month	
6	Estt. Charges = 2% of Contract Value	
7	Dress Charges if asked for in the Tender per person	
8	Any other Charges if asked for in Tender	
	Total	

Contractor % CP/ Service Charges in % = (xxxxxxxxxx/xxxxxxxx) x 100 = xxxx %

Date: -

Signature of Vendor

Place: -