



ARMED FORCES TRIBUNAL (REGIONAL BENCH) GUWAHATI

Assam Police Housing Corporation Ltd (2nd Floor), Dr BK Kakoti Road,
Behind Assam Police Headquarters, Rehabari, Guwahati – 781 008
Tele No: 0361-2636563, FAX No: 0361-2633485 e.mail: aftrbhgy@nic.in

AFT/RB/GHY/08/2016

31st Aug 2021

INVITATION OF TENDER

DEPLOYMENT OF VARIOUS SERVICES THROUGH OUTSOURCING

Dear Sir,

1. This office is intends to avail the undermentioned services through outsourcing as per the Rules of the Govt of India, Ministry of Defence (Director General for Resettlement) and the Chief Labour Commissioner (Central), New Delhi through service agents. You are hereby requested to submit your quotation quoting the monthly Rate/Wage structure alongwith the connected documents to provide the services in a sealed envelope latest by **on or before 14th Sep 2021 (01:30 pm)** either by registered post or by hand to the Registry of this Tribunal. The envelope should be superscribed on top as **"QUOTATION FOR DEPLOYMENT OF VARIOUS SERVICES THROUGH OUTSOURCES"**.

Ser No	Type of service	A/U	Qty
(a)	Unarmed Office Security Guards (for Round-O-Clock duty)	Persons	06
(b)	Photocopier attendant	-do-	01
(c)	Safaiwalas	-do-	02

2. This office is functioning in the 2nd floor of Assam Police Housing Corporation Ltd Building, Behind to the Assam Police Headquarters, Dr. BK Kakoti Road, Rehabari (PO), Guwahati – 781 008 having the following details:-

- (a) Area of accommodation : Office accommodation having 5,500 sq ft carpet area
- (b) Covered Car parking area : 1,000 sq ft
- (c) VIP Office rooms : 03 Nos (with toilets)
- (d) Officers Toilets : 02 Nos
- (e) Staff toilets : 05 Nos
- (f) Kitchen/Store room : 01 No each
- (g) Copier machine (CANON) : 03 Nos
- (h) Lift : 01 No
- (i) Staircase : 02 Nos

2/-.....

3. The working hours of this office will be from 09:30 am to 05:30 pm on all Government of India working days and person so deployed for the services must be available on the working hours of this Tribunal and Services of Security Guards will be on Round – O – Clock duty basis. However, Safaiwalas, so detailed must be reported duty from 08:00 am to 04:00 pm and to be ensured entire cleaning of the office and other areas of the Tribunal must be completed by 09:00 am and working hours of Copier machine Operator will be from 09:am to 05:30 pm on all working days. .
4. Cleaning materials/utensils including insects must be provided by the firm itself on monthly requirement basis. Person so detailed for Security Guards must be with good bearing and physically, mentally and medically fit for the service.
5. Person so detailed for operation of Copier machine must have adequate working knowledge of operation of CANON copier machine.
6. Uniform for all the services must be provided by the firm including winter season cloths alongwith suitable foot-wears. Also, Identity proof for the personnel deployed for the services must be provided by the firm. Must be ensured that, they have clear character report from the appropriate authority (State Police authority).
7. Providing Leave and other welfare to the personnel deployed for the services will be responsibility of the firm only. Alternation of Security Guards for Round – O – Clock duty will be the responsibility of the firm only
8. All the above services must be deployed from 06:00 am from 01 Jun 2018 for one year. In case any extension of period of services is required necessary orders for the same will be issued as and when required.
9. In case the services provided by the firm found unsatisfactory at any point of view, Order for the services, so issued will be cancelled without any notice and any loss on account to Govt will be recovered from the firm and all decision in this regard by the Registrar, Armed Forces Tribunal (Regional Bench) Guwahati will be final.
10. Address for all types correspondences will be as under:-

**The Registrar
Armed Forces Tribunal
(Regional Bench) Guwahati
Assam Police Housing Corporation Ltd Building
Behind Assam Police Headquarters,
Dr. BK Kakoti Road, Rehabari (PO),
Guwahati – 781 008**

Thanking you,

Yours faithfully

Manoj Rakesh Sharma .

**(MR Sharma)
Consultant (Registrar)
Armed Forces Tribunal
(Regional Bench) Guwahati**



ARMED FORCES TRIBUNAL (REGIONAL BENCH) GUWAHATI

Assam Police Housing Corporation Ltd (2nd Floor), Dr BK Kakoti Road,
Behind Assam Police Headquarters, Rehabarl, Guwahati – 781 008
Tele No: 0361-2636563, FAX No: 0361-2633485 e.mail: aftrbghy@nic.in

AFT/RB/GHY/08/2016

31st Aug 2021

NOTICE: INVITING OF TENDER

Dear Sir/Madam(s)

1. The Registrar, Armed Forces Tribunal (Regional Bench) Guwahati on behalf of the President of India invites sealed quotations from reputed and experienced agencies, who were registered under the Govt of India, Ministry of Defence/Director General of Re-settlement for provisioning of semi-skilled workers to perform the duty of Un-armed Security Guards/Photocopier Attendant & Safaiwalas on contract basis for one year as per the rates of the Central Labour Commissioner, New Delhi (revised from time to time). Details as under:-

Name of Work	Quotation No & date	Cost of Quotation	Estimated cost (Rs.)	EMD (Rs.)	Last date of issuing & receiving of Quotation	Date & time of opening of Quotations
Provisioning of semi-skilled workers on contract basis for Un-armed Security Guards/- Photocopier Attendant & Safaiwalas	AFT/RB/GHY/08/2016 dated 10 th May 2021	Rs.500/-	Rs.32,00,000/-	Rs.1,60,000/-	Issuing date : <u>31st Aug 2021</u> Receiving date : <u>14th Sep 2021</u> (@1:30 pm)	<u>14th Sep 2021</u> (1600 hrs)

2. The Bid document can be obtained from the Office of the Armed Forces Tribunal (Regional Bench) Guwahati, Assam Police Housing Corporation Ltd Building (2nd Floor), Dr. BK Kakoti Road, Behind Assam Police Headquarters, Rehabarl (PO), Guwahati – 781 008 on payment of Rs 500/- (cost of Bid document) in the form of cash or cheque/DD from any scheduled Bank in favour of "Registrar, The Armed Forces Tribunal, Regional Bench, Guwahati" payable at Guwahati on all working days (all week days except Govt of India Closed Holidays during the office working hours from 09:30 am to 05:30 pm) from issue of this enquiry letter till 9th Sep 2021 (1530 hrs). The detailed Terms and Conditions, EMD, particulars, etc; are available in the Quotation documents. Quotation without EMD will be summarily rejected. The Registrar, Armed Forces Tribunal (Regional Bench) Guwahati deserves the Right to reject any or all of the quotations without assigning any reason, thereof.

Thanking

Yours faithfully

Manjiv Rekha Sharma

(MR Sharma)

Consultant (Registrar)

Armed Forces Tribunal

Regional Bench, Guwahati

ARMED FORCES TRIBUNAL (REGIONAL BENCH) GUWAHATI

TERMS AND CONDITIONS FOR

PROVISIONING OF SEMI SKILLED WORKERS ON CONTRACT BASIS FOR DEPLOYMENT OF UN-ARMED SECURITY GUARDS, PHOTOCOPIER ATTENDANT & SAFAIWALAS

1. The Armed Forces Tribunal (Regional Bench) Guwahati is located at the 2nd Floor of The Assam Police Housing Corporation Ltd Building, Behind Assam Police Headquarters, Dr. BK Kakoti Road, Pehabari (PO), Guwahati, Kamrup Metro (Dist), Assam, PIN Code : 781 008. The services of the following personnel are required for Un-armed Security Guards, Mail, Photocopier Attendant and Safaiwalas to upkeep the office complex and surrounding areas of the Armed Forces Tribunal (Regional Bench) Guwahati :-

- | | |
|-------------------------------------|---|
| (a) Un-armed Office Security Guards | : 06 Nos (Round 'O' clock duty on all working days) |
| (b) Photocopier Attendant | : 01 No On all working days (09 30 am to 05 30 pm) |
| (c) Safaiwalas | : 02 Nos - do - |

2. General area of the Office complex of the Armed Forces Tribunal (Regional Bench) Guwahati is :-

- | | |
|-----------------------------------|---------------|
| (a) Office complex | : 6,600 sq ft |
| (b) Bath rooms/Toilets/Lavatories | : 10 Nos |
| (c) Covered car parking area | : 1000 sq ft |
| (d) Stair case | : 02 Nos |
| (e) Lift | : 01 No |

3. Terms and Conditions:-

Tender 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 their Technical Bids:-

- (i) Copy of PAN Card
- (ii) GST Registration Certificate
- (iii) Certificate of Registration with Asst Labour Commissioner as well as the certificate of empanelled with the Govt of India, Ministry of Defence (Director General of Re-settlement (DGR)
- (iv) Licence for operating Private Security Agency issued by the concerned licensing authority i.e. Director General of Police, Govt of Assam
- (v) Certificate of EPF Registration
- (vi) Certificate of ESIC Registration
- (vii) Financial turn over certificate
- (viii) IT Return for last two years

Manoj Rishi Sharma

(MR Sharma)
Consultant (Registrar)
Armed Forces Tribunal
Regional Bench, Guwahati

**ARMED FORCES TRIBUNAL
(REGIONAL BENCH) GUWAHATI**

CHECK LIST (TECHNICAL BIDS)

Summary of compliance to requirements of Quotations

Ser No	Description of Requirement	Yes/No	Page No
1.	Photocopy of the Licence under Private Security Agency Act, 2005 issued by the concerned authority, Director General of Police, Govt of Assam		
2.	Photocopy of the certificate of Registration with Asst Labour Commissioner, Govt of Assam as well as the certificate of empanelled with the Govt of India, Ministry of Defence (Director General of Re-settlement (DGR)		
3.	Photocopy of Goods and Service Tax (GST) Registration		
4.	Photocopy of Employees Provident Fund Organisation (EPFO) Registration Certificate		
5.	Photo copy of Employees State Insurance Corporation (ESIC) Registration Certificate		
6.	Photo copy of PAN Card		
7.	Photocopy of Last two years Income Tax Return proof		
8.	Photocopy of Financial Turn Over Certificate		
9.	EMD of the prescribed amount enclosed		
10.	Price Bid enclosed in sealed envelope seperately		
11.	Undertaking of the Bidder to the effect that, NO case is pending against the Proprietor/Firm/Parties relating to any previous service contract		
12.	Photocopy of any two currently valid work orders for contract of similar work		
13.	Office address with PIN Code and contact details		
14.	Details of other organisations where such contracts were/are carried/carrying out.		

Declaration by the Firm:-

This is to certify that, I, before signing the Quotation have read and fully understood all the Terms and Conditions contained herein and undertake myself to abide by them.

Enclosures:-

- (a) DD/Cheque No: _____ dated _____ towards EMD of Rs.
- (b) Terms & Conditions (Each page signed with seal)
- (c) Financial Bid in seperate sealed envelope.

Date : 2021

Place :

Signature on behalf of the Firm with seal

Name : _____

Designation : _____

3(b) **Financial Bid:-** In financial bid, the bidder has to mention the rates of wages of each category, seperately 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 wage as declared by the Chief Labour Commissioner (Central) New Delhi, Ministry of Labour & Employment, New Delhi will be taken into account in the following manner:-

Ser No	Description	Chowkidar/- Unarmed Security Guard (in full days of the month)	Photocopier Operator (for 26 days)	Safaiwalas (for 26 days)	Remarks
(a)	Basic including VDA				
(b)	Bonus				
(c)	Service charge @ 10% of the ser (a) + (b)				
(d)	GST @ 10% of ser No (a) + (b) + (c)				
(e)	GPF @ 13% of ser No (a)				
(f)	ESI @ 3.25% of ser No (a)				
(g)	Total Rate per day (total of all the above)				
(h)	Total rate per month (full days of the month for Security Guard and 26 days for Copier Machine Operator & Safaiwalas)				
(i)	Total rate per year				
(j)	Cost of cleaning materials and other stores required for one month				

Note 1:- The tenderer should quote service charge at Ser No 'c' above and enter the calculated rate per day and for one month (actual days of the month for Security Guards and 26 days for other services). L1 (Successful bidder) will be decided based on service charge rate.

Note 2:- GST as per the Govt Rules will be paid on the billing amount at Ser No 'd' above.

Note:- The bid in a sealed cover-I containing Technical Bid and sealed cover-II containing Financial Bid should be placed in a third sealed cover superscribed "TENDER FOR SUPPLY OF SKILLED AND SEMI-SKILLED WORKERS ON CONTRACT BASIS FOR DEPLOYMENT OF CHOWKIDARS (UN-ARMED SECURITY GUARDS, COPIER MACHINE OPERATOR AND SAFAIWALAS".

Note-4:- Consideration for L1 will be decided solely on the basis of Rate of Service Charge, which should be sufficient enough to meet legal statutory obligation. Bid quoted un-economical and un-workable will be treated as freak and liable to be rejected.

.....6/-

Duties of Personnel

4. Duties of personnel will be as under:-

(a) **Chowkidars/Un-armed Security Guards):-**

- (i) Maintenance of IN/OUT Register at the main gate and second gate during working hours and non-working hours.
- (ii) Organising and managing security at Parking areas and cafeteria location.
- (iii) Security and managing of Bar Room.
- (iv) Ensure surrounding area is free from cattle/dog nuisance.
- (v) 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) **Safaiwalas (House Keeping):-**

- (i) Cleaning and maintenance of common and private toilets.
- (ii) Cleaning and maintenance of all rooms, Bar Room and main gate of the building as per details given in succeeding paragraphs.
- (iii) Cleaning and maintenance of surrounding area (Outside area) including parking areas.

(c) **Mali (Gardener):-**

- (i) Garden with flower beds in front of main building.
- (ii) Potted plants will be maintained inside the rooms as well as outdoor as per laid down plan.
- (iii) Fruit garden at the back side of the main building.
- (iv) Maintenance of existing lawn and trees.

(a) **Photocopier Attendant:-** He must be experienced and have adequate knowledge of photocopier functioning and maintenance.

5. Chowkidars/Security Guards with/without arms will be in proper uniform. Uniform will be provided by the agency.

6. Supervisor and Chowkidars with/without arms will be trained for firefighting Inside the building and surrounding area.

.....7/-

7. **The Contract and Governing Rules**

- (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 Guwahati 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 declaration of Contract Documents.** Except with written consent of the organization/- Bidder, other party shall not disclosed the contract or any provision, specification, plan design, pattern or information thereof to any third party.
- (c) **Termination of Contract.** Armed Forces Tribunal, Regional Bench, Guwahati shall have the right to terminate the contract in part or in full in any of the following cases:-
- (i) 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 Chief Labour Commissioner, New Delhi.
- (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 the last Govt working day of the current month on the savings bank account of the workers and salary distributing details (wage bill) for every month must be accompanied with the monthly wage bill.
- (j) Bills for the wages of personnel be prepared by the agency and submitted to Administration Section of the office for onward submission of bills to concerned CDA along with proof of EPF/ESI subscription deposit details of the current month of each individual.

8. **Period of Contract:-** The contract shall come in to force with effect from the date of signing of the work order after completion of documentation and approval of competent Financial Authority (CFA) for a period of one year, 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.

9. The premises of the Armed Forces Tribunal, Regional Bench, Guwahati can be visited and surveyed by the bidder to assess the requirement of personnel for the services on any working day between 1100hrs to 1400hrs on prior permission from Registrar. Numbers 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.

10. **Cleaning Material and detergent.** Cost of cleaning material should be included in the bid. Cleaning material, other required stores and detergents will be provided by the service provider.

.....8/-

11. Date and time Of Depositing of Bids. Sealed Tenders envelop should be sent by registered post or can be deposited by hand to the Registry (Admin Section) of this Tribunal from 31st Aug 2021 (0930 hrs) till 14th Sep 2021 (1500 hrs). Late Tenders will not be considered. Bids will be opened on 14th Sep 2021 by 1530 hrs. During Tender opening, representative of agency can be present to witness the proceedings. The bids will be valid till signing of 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 Guwahati, who may visit this Tribunal regularly and interact with Registrar/Staff to ensure satisfactory service.

(b) On receipt of the Wage Bill from the service provider, same will be forwarded to the Controller of Defence Accounts for their pre-audit and other formalities and payments will be made through ECS, however, some times the payments may be delayed upto 90 days. Copy of Provident Fund, ESI remittance bill and daily attendance register of the personnel deployed for the services will be accompanied by the monthly rent bill.

(c) Monthly wages (entire amount including the basic + VDA & bonus amount) should be paid to the personnel so deployed for the services in their SB account on the last Bank working day of the current month without waiting for clearance of the service bill. During revision of wages by the Central Labour Commissioner (Central), New Delhi, the same may be allowed. Amount of arrear bill, so, claimed by the firm also be paid to the staff so deployed as per their entitlement immediately on receipt of the amount credited in to the firm 's account. In case any deviation is found in this regard this Tribunal is allowed to cease the work order of the firm without any intimation.

13. For any further query, the contact Telephone Number is (0361)2636561, 3569297

14. Performance Security. Once contract is finalised , the Agency so selected will be required to deposit Performance security for an amount of 5% of the approximate cost of the contract value or one month's wages whichever is higher, in the form of Bank Guarantee in favour of "Armed Forces Tribunal , Regional Bench, Guwahati" from any scheduled Bank ,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 amount of the Performance security will also be extended by the Agency accordingly.

Manju Rekha Sharma

(Manju Rekha Sharma)

Registrar

Armed forces Tribunal

Regional Bench, Guwahati

To : The Registrar
Armed Forces Tribunal
Regional Bench, Guwahati
Assam Police Housing Corporation Limited
2nd Floor , Behind Assam Police Headquarters
Dr. D K Kakoti Road , Rehabari (PO)
Guwahati – 781 008 , Assam

Sir/Madam,

Reference Bank Guarantee favouring yourself

We enclose herewith our Bank Guarantee No.....for Rs.....
(Rupees..... only) valid up to

Yours faithfully,

Signature of Tenderer.

On Non Judicial paper

BANK GUARANTEE BOND

In consideration of Registrar, Armed Forces Tribunal , Regional Bench, Guwahati (herein after called AFT(RB) Guwahati, the beneficiary) having agreed to exempt M/s..... (here in after called contractor(s)) from the demand, under the terms and conditions of an Agreement dated.....made in betweenfor (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) we (Bank) herein after referred to as "the Bank") do hereby undertake to pay to the beneficiary an amount of not exceeding Rs. (Rupeesonly) against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Bank.....) do hereby undertake to pay the amounts due and payable under this agreement without any demur, merely on demand from the beneficiary stating the amount claimed is due by way of loss or damage caused to or suffered by the beneficiary by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor's(s) failure to perform as per said agreement. Any such demand made on the bank shall be conclusive as regard 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. (Rupeesonly).

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 discharged the guarantee.

4. This contract of Bank Guarantee shall remain in operation for a period of(period for which guarantee is require 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 here under to vary and any of the terms and condition 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 forebear 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.

.....2/-

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 Bank , assess and finally quantify the actual loss / damage and while setting 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 :-

(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 Guwahati, theday of2019

Signature of witness

Signature of Bank Manager

Name of Witness

Name :

Address o Witness

(To be typed on Rs. 100.00 Non-judicial Paper)

CONTRACT DEED / AGREEMENT

FOR PROVISIONS OF SKILLED (CHOWKIDARS/UNARMED SECURITY GUARDS AND PHOTO COPIER ATTENDANT AND SEMI SKILLED EMPLOYEES (MALI AND SAFAIWALAS) THROUGH OUT SOURCING SERVICES TO THE ARMED FORCES TRIBUNAL (REGIONAL BENCH) GUWAHATI

THIS AGREEMENT made on between the Armed Forces Tribunal , Regional Bench , Guwahati (AFT(RB) Guwahati) and having its office at Assam Police housing Corporation Limited 2nd Floor , Behind Assam Police Headquarters Dr. B.K Kakoti Road, Rehabari (PO), Guwahati – 781 008, Assam under the Armed Forces Tribunal, Principal Bench, West Block – VIII, R.K. Puram, Sector-1, New Delhi-110 066 represented by the Registrar (which expression, unless repugnant to the context shall mean and include its successors & assigns), hereinafter referred to as the first party

And

M/S Registered with Govt. of Assam under Private Security Agency Act 2005 and having its registered Office at hereinafter called the contractor which expression shall include their heirs , executors , administrators and assignees / partner or partners for the time being constitute the said firm ,their or his survivors and their respective heirs , executors, administrators and assignees hereinafter referred to as the Second Party.

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 Chowkidars (Security Guard),Mali , Photocopier Attendant and Safaiwala. 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 in para 1 above. The detail of manpower to be deployed is enclosed as Annexure.
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 security guards with and without arms must be having adequate trained knowledge of their duties .As far a possible , Ex-servicemen should be deployed for security guard duties. Second party will be fully responsible for training and deployment of Security Guards. Security Guards with arms be trained / qualified to handle weapon (which they are possessing) and must know how to use at the time of emergency. Security Guards with Arms must be in possession of Arms Licence.
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 and 4 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 hat staff which may be one day wage and the amount shall be deducted from the bill submitted by the Second Party.

.....2/-

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 by the Second party. The First Party also agrees to pay the revised rates of wages payable to the employees as declared by the Government of India , Ministry of Labour and Employment. 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.
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 EPF and ESI contribution shall be deposited within the prescribed statutory period of such deposit and will attach the details of deposit of EPF / ESI 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.....(Rupeesonly) shall be furnished by the Second party in the form of Bank Guarantee from a Commercial bank within fifteen days of the contract. Second Party after satisfactory completion of the term of contract shall be entitled to receive back that Bank Guarantee.
13. Any deduction 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 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 fromand will remain in force till.....
17. The 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.
18. There will be no claim for regularization of any employees of the Second Party for any post in the Armed forces Tribunal.

.....3/-

19 In the event of any dispute arising of this Agreement between parties hereto, the same shall be referred to the Arbitration in accordance with th provisions of the Arbitration and Conciliation Act, 1996. The venue of the Arbitration be at The Arbitrator will be nominated by the First Party.

20 Registration / license with DGP as per Private Security Agencies (Regulation) Act 2005 and Labour commissioner must be renewed when necessary, by the Second party. A photocopy will be handed over at the time of contract.

21 The actual material 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.

22 The Second Party will ensure that his representative/supervisor will visit this Tribunal regularly and interact with Registrar/Staff to ensure satisfactory service.

23 The Second Party has agreed to provide substitute (Safaiwala, Photocopier Attendant , Chowkidars/Unarmed Security Guards with and without arms and Mali) in case any of the staff is absent even for short duration. This will be done by Second Party at very short notice.

For and on behalf of the First Party

Armed Forces Tribunal
Regional Bench , Guwahati

For and behalf of the Second Party

(Concerned Security Agency)

To,

DETAILS OF MANPOWER TO BE DEPLOYED

Ser No	Category of persons	No of persons	Remarks
1.	Chowkidar/Unarmed Security Guards	06	
2.	Photocopier Attendant	01	
3.	Safaiwalas	02	
	Total	09	

Note; The strength may be increased/decreased at the discretion of Armed Forces Tribunal

(To be typed on Rs. 100.00 Non-judicial paper)

AGREEMENT**FOR PROVISIONS OF SKILLED (CHOWKIDARS/UNARMED SECURITY GUARDS AND PHOTO COPIER ATTENDANT AND SEMI SKILLED EMPLOYEES (MALI AND SAFAIWALAS) THROUGH OUT SOURCING SERVICES TO THE ARMED FORCES TRIBUNAL (REGIONAL BENCH) GUWAHATI**

THIS AGREEMENT made on between the Armed Forces Tribunal , Regional Bench , Guwahati (AFT , RB , Guwahati) and having its office at Assam Police housing Corporation Limited 2nd Floor , Behind Assam Police Headquarters Dr. B.K Kakoti Road , Rehabari , Guwahati - 781 008, Assam under the Armed Forces Tribunal , Principal Bench , West Block - VIII, R. K. Puram , Sector-1, New Delhi-110 066 represented by the Registrar (which expression , unless repugnant to the context shall mean and include its successors & assigns), of the one part.

And

M/S Registered with Govt. of Assam under Private Security Agency Act 2005 and having its registered Office at, hereinafter called the contractor which expression shall include their heirs , executors , administrators and assignees / partner or partners for the time being constitute the said firm ,their or his survivors and their respective heirs , executors, administrators and assignees of the other part.

Whereas the contractor has agreed to deploy Chowkidars / Security Guards , Mali, Photocopier Attendant and Safaiwalas in Armed forces Tribunal , Regional Bench Office and at Residential accommodation of Hon'ble Member (Judicial) cum HoD when ever required.

And whereas in this respect both the above parties have agreed to work upon the terms and conditions hereinafter recorded, this Agreement witnessed as follows:-

- (a) This agreement shall come into effect from
- (b) That the contractor will provide security guards and other staff in the office complex and residence of Hon'ble member (Judicial) cum HoD mentioned above as per the Work order. The staff are required to be trained in carrying out security and related works assigned to them .
- (c) That AFT , RB , Guwahati shall pay to the contractor for the security and allied services rendered at the rates given in work order on monthly basis.
- (d) The contractor shall ensure compliance of all . statutory laws including Government rules and regulations regarding employment and working conditions of personnel employed by them including payment and various statutory facilities enforced from time to time.
- (e) The rate as given in the work order will be subject to revision in accordance with the revision of Minimum wages as per Office of the Chief Labour Commissioner (Central) Govt. of India , Ministry of Labour & Employment, New Delhi, in accordance with The Minimum Wages Act, 1948.

Payment Terms:-

- (a) On receipt of the Wage Bill from the service provider, same will be forwarded to the Controller of Defence Accounts for their pre-audit and other formalities and payments will be made through ECS, however, some times the payments may be delayed upto 90 days. Copy of Provident Fund, ESI remittance bill and daily attendance register of the personnel deployed for the services will be accompanied by the monthly rent bill.

.....2/-

(b) Monthly wages (entire amount including the basic + VDA & bonus amount) should be paid to the personnel so deployed for the services in their SB account on the last Bank working day of the current month without waiting for clearance of the service bill. During revision of wages by the Central Labour Commissioner (Central), New Delhi, the same may be allowed. Amount of arrear bill to be claimed also be paid to the staff so deployed as per their entitlement. In case any deviation is found in this regard will be allowed this Tribunal to cease the work order of the firm without any intimation.

Security duties will be performed by personnel of the contractor as per security requirements of AFT(RB) Guwahati in 8 hours shifts. The contractor shall ensure that the personnel deployed for duties are well dressed in uniform and have all necessary equipments with them.

The contractor will ensure that, their personnel do not allow any property of AFT(RB) Guwahati to be taken out of the premises without proper gate pass signed by a designated official from AFT (RB) Guwahati.

It shall be sole responsibility of the contractor to ensure security and safety of all the property (moveable & immovable assets) of AFT, RB, Guwahati. If the security personnel provided by the contractor are suspected to be directly and indirectly involved in any theft or pilferage the contractor would have to make good the loss. The decision of AFT (RB) Guwahati in consultation with the Security Agency in this regard, shall be final and binding.

The personnel of the contractor shall not be deemed to be the employee of AFT, RB, Guwahati and they shall not claim any salary and allowances, compensation, damages or anything arising out of their employment/duty under this AGREEMENT..

The personnel of the contractor must maintain proper code of conduct in AFT, RB, Guwahati premises and shall not develop any sort of relationship with the inhabitants in and around the premises.

The Security In-charge nominated by the Agency will render all assistance to AFT (RB) Guwahati in dealing with the police authorities in all matters connected with security including follow up action on F.I.Rs. The responsibility for filing FIR rests with the AFT (RB) Guwahati.

Period/renewal of contract:- The contract shall be for a period of 12 months fromto..... However it shall stand renewed for further period of one year on each occasion, on the same terms and conditions, provided that:-

(a) Notice in writing of its intentions not to renew the contract is given by the AFT (RB) Guwahati to the contractor at least one month in advance prior to the end of its current validity period.

(b) The AFT, RB, Guwahati gives notice of one month in writing to terminate the contract at any time during its currency if the AFT, RB, Guwahati does not find the contractor's services satisfactory and does not want to continue the contract further and engage other security agency at the same rate or at higher rate.

Termination of Contract:- The AGREEMENT can be terminated by either side on giving one month's notice in advance in writing, except in the event of failure of security services on the part of the contractor, in which case the agreement will be terminated without giving any notice. The decision of HoD, AFT, RB, Guwahati, as to what constitutes failure of security services, shall be final and binding on the contractor and shall not be questioned by him in any manner.

Arbitration:- All disputes and differences what so ever arising between AFT, RB, Guwahati and the contractor out of or relating to the construction, meaning and operation or effect of this contract or breach thereof, shall be settled by HoD, Aft, RB, Guwahati (Hereinafter referred as the said officer) who will be sole arbitrator in all cases.

.....3/-