

**LIMITED TENDER DOCUMENT
FOR
PROVIDING SECURITY SERVICES AT DELHI JUDICIAL
ACADEMY**

(OPEN ONLY FOR DGR SPONSERED SECURITY
AGENCIES)

DELHI JUDICIAL ACADEMY
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078
Ph. No. : 011-28036684, Fax No. : 011-28036683
(<http://judicialacademy.nic.in/>)

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Ph. No. : 011-28036684, Fax No. : 011-28036683
(<http://judicialacademy.nic.in/>) Email:-dja@nic.in

Work – Providing security services at Delhi Judicial Academy, Dwarka, New Delhi.

No.DJA/Outsourcing of Security/800/2014/

dated

PARTICULARS

1. Name of Tenderer :
2. Address of the tenderer :
3. Ownership status of the tenderer :
(DGR sponsored security agency)
4. Name of person / Official :
(with designation) authorized to submit tender.
5. Date of opening of tender: as per Tender document

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No. No.DJA/Outsourcing of Security/800/2014/

dated

Limited Tender Enquiry

To

1. 3414-Brig Prabhat Bhatt

M/s 3414/Prabhat Bhatt Security Agency
A-4, Upkar Apartments,
Mayur Vihar, Ph-I Extn.
New Delhi-110091

2. M/S 3431/Tej Singh Ghangas Security Agency

Plot No 7, AmberHai Village,
Sector-19, Dwarka,
New Delhi – 110075

3. 3661-Col Pramod Kumar Bathla

M/s 3661/Pramod Kumar Bathla Security Services
A-63, G.F. New Krishna Park,
Vikas Puri, New Delhi-110018

Sealed Tenders are invited from the above DGR Sponsored Security Agencies as communicated by DGR vide their sponsorship letter No. 2112/SA/ DJA/ 2015/Delhi/3414/3431/3661/Emp dated 8-Dec-15 for providing security services at Delhi Judicial Academy, Sector-14, Dwarka, New Delhi Office as below.

Sl. No.	Area Name of Office/	Location	Proposed Strength	Period of Deployment
1	Delhi Judicial Academy, Dwarka Sector-14, New Delhi	Delhi Judicial Academy	2- Security Supervisor 20- Security Guards (without arms)	1 year

Tender document can also be down loaded directly from the website of DJA at <http://judicialacademy.nic.in/> by the Security Agencies as listed above, sponsored by DGR vide

sponsorship letter No. 2112/SA/ DJA/ 2015/Delhi/3414/3431/3661/Emp dated 8-Dec-15.

The Tenderers will be required to submit an undertaking that they will accept the tender documents as available on the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The Tenderers are required to submit their offer in sealed covers giving reference to the Limited Tender Enquiry and date also super-scribing on the respective envelopes the name of the tenderer and name of the work for which tender is being submitted. The validity of the offer will be for 120 days from the last date of submission of the bid.

The tenders will be received in sealed covers upto **12.00 P.M.** on **02.03.2016** in the office of Director (Admn.), Delhi Judicial Academy, Dwarka Sector-14, New Delhi

Tenders will be opened at **12.30 P.M.** on the same day i.e. on **02.03.2016** in the office of Director (Admn.), Delhi Judicial Academy, Dwarka Sector-14, New Delhi.

Power of Attorney/ representative of Proprietor/ Director are not to be accepted by the Delhi Judicial Academy.

The Proprietor/ Director will be present in person for all dealings concerning tendering procedures. No dealings through representatives/ lawyers are permitted under any circumstances.

The tenderer should produce the copy of the empanelment letter issued by DGR.

In case all the tenderers quote the same rates in the tender then the contract shall be awarded to the senior most of the tenderers. However, the DJA may refer such a case to the DGR for advice, if required.

The Delhi Judicial Academy is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work / works to more than one tenderer, at its sole discretion.

1.INTRODUCTION OF THE INSTITUTION

The Delhi Judicial Academy (**hereinafter refer to as 'the Academy'**) working under Delhi High Court, is an institution providing training, judicial education to the judicial officers of Delhi and also imparts training and judicial education to judicial officers from other states in India. The visitors to the Academy include Hon'ble Judges of the Supreme Court of India, High Court of Delhi and other High Courts, Senior Officers of Govt., Academicians and Judges of District Courts. Therefore, it may be understood that the Academy shall not compromise in respect of quality of services.

2. SCOPE OF WORK

The Security Agency employed (hereinafter refer to as 'the Agency') shall be required to provide security services as under:-

- 2.1 To ensure protection of the personnel & property of the Academy, prevent trespass in the assigned area perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs, anti-social elements, unauthorized persons and vehicle into the campus of the Department building.

- 2.2 Exercising strict vigilance for protecting the property and assets from damage, loss destruction & theft.
- 2.3 To ensure proper flow of bonafide visitors and preventing unauthorized entry in the premises.
- 2.4 Round the clock patrolling of the scheduled specified area.
- 2.5 Protection of the Academy's property, material and manpower,
- 2.6 Guarding of the Area for prevention of pilferage, theft, loot etc. and exercise of force to prevent such cases.
- 2.7 Maintaining the law and order situation with assistance of Police authorities as and when required.
- 2.8 Maintaining liaison with State Administration, local police authorities and other agencies.
- 2.9 Lodging of FIRs.
- 2.10 Daily report to the Director (Administration) of the Academy or any other officer or official authorized in this regard.
- 2.11 Protecting Delhi Judicial Academy's employees, workers and officers from physical assaults.
- 2.12 To Deal with situations arising from strikes, go-slow, dharnas, processions, accidents, etc.
- 2.13 Checking of entry of anti-social elements in Academy's premises.
- 2.14 Instilling a sense of security among the employees of the Delhi Judicial Academy.
- 2.15 To monitor the CCTV coverage as and when installed in and around the premises of the Academy.
- 2.16 The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by the Academy on working and closed days.
- 2.17 The Agency shall ensure that water taps/light/ACs and other electrical appliances are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- 2.18 The Agency personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipments installed at the Academy.

3. LOCATION

Delhi Judicial Academy, Integrated Complex of DJA & NLU, Sector-14, Dwarka New Delhi

4. AREA/BUILDING COVERED

ADMINISTRATIVE BLOCK, DJA	
Sr. No.	Details of Floor
1	Ground Floor
2	Second Floor
3	Third Floor
4	Fourth Floor
5	Fifth Floor
6	Sixth Floor
CLUB HOUSE, DJA	

4.1 DETAILS OF MANPOWER REQUIRED

02 supervisors and 20 Security Guards (without arms) are required for deployment. The area to be supervised is subject to change at the discretion of the Academy, keeping the number of the Security Personnel same.

5. Terms and Conditions

5.1 General Conditions:-

5.1.1 Uniform:-

The Security Personnel deployed by the Agency shall wear the prescribed uniform of the Agency with their names and badges of the Agency all the time during the course of their duties.

5.1.2 Accessories

The Security Personnel deployed by the Agency shall carry with them the necessary accessories such as batons, whistles and other communication equipments as may be necessary for discharge of their duties.

5.1.3 Age of the Security Personnel deployed

No security Personnel deployed by the Agency shall be more than 60 (sixty) years of age.

5.1.4 Deployment in consultation with the Academy

The day to day deployment of the Security Personnel shall be in consultation with the Academy.

5.1.5 All Security Personnel to be Ex-Servicemen

Though it is understood but to make it absolutely clear that the Security Personnel to be deployed by the Agency at the Academy shall only be Ex-servicemen and no one else.

5.1.6 Appearance

The Security Personnel deployed shall be clean shaven except in case of Sikh with proper haircut and they shall wear neat and clean uniform including shoes.

5.1.7 General Discipline during the course of duties

Security Personnel deployed during the course of duty shall not talk in loud voice, indulge in gossips with other fellow security personnel and the staff of the Academy and also not chew tobacco, drink liquor or smoke in the premises of the Academy.

5.1.8 In the event of any kind of lapse/ failure on the part of the Agency in complying with the provisions of the contract, the same shall be communicated by the Academy in writing or orally, the Agency shall take corrective steps within a stipulated time, without any undue delay.

6 STATUTORY COMPLIANCES

- (a) It shall be the responsibility of the Agency to abide by all the statutes including related to employment of Security Personnel such as the Payment of Wages Act, Payment related to ESI, Employees Provident Fund, Contract Labour (Regulation and Abolition), Act 1970 etc. and also related to Taxation such as VAT, Income Tax, Service Tax etc.
- b) It shall be the responsibility of the Agency to have Registration under Private Security (Regulation) Act, 2005 and Delhi Private Security Agency (Regulation) Rules, 2009, comply with all the provisions of the said Act & Rules and also ensure that the Security Personnel deployed at the Academy stay in compliance of the provisions of the said Act & Rules.

7. DISPUTES INTER-SE SECURITY PERSONNEL EMPLOYED AND THE SECURITY AGENCY

It shall be the responsibility of the Agency to maintain good working relationship with the Security Personnel employed and deployed by it at the Academy. In case of any dispute between such Security Personnel and the Agency, the Agency shall resolve such disputes expeditiously without affecting the security services being provided by it to the Academy.

8. TIMELY PAYMENT TO THE SECURITY PERSONNEL

Agency shall ensure that the dues including the salary is paid to the Security Personnel deployed by it at the Academy in time at the rates as approved by DGR and informed to the Academy. It is made clear that such payments shall not be stopped or delayed for any reason including delay in settlement of its bills at the end of the Academy for whatever reasons.

9. AGENCY NOT TO EMPLOYE SECURITY PERSONNEL WHO MAY HAVE BEEN DISMISSED FROM SERVICE ETC.

- 9.1 Agency shall not deploy any Security Personnel at the Academy who may have been asked to leave or removed from service on disciplinary grounds.
- 9.2 Agency shall not deploy any Security Personnel against whom there have been any allegation of having indulged in criminal activities at any point of time including when they may have been in service or later on at anytime having been deployed for providing security at any installation by the Agency herein or any other Agency.

10. NON DISCLOSURE OF THE INFORMATION RELATING TO THE ACADEMY.

The Security Personnel who may come to know during the course of the deployment any information relating to the Academy which is not supposed to be in public domain, shall not disclose such information to any outsider.

11. PRODUCTION OF CREDENTIALS

Before deploying any Security Personnel at the Academy, the Agency shall produce and place on record a certificate/verification from the police authorities verifying the antecedents of the Security Personnel so deployed.

12 LIABILITIES IN CASE OF INJURY OR DEATH

It is made clear that in case of any injury having been suffered by any Security Personnel or his death, Academy shall not be liable to pay any compensation or any payment of this nature to such Security Personnel or the Agency. It shall be the sole liability of the Agency only.

13 INCREASE/DECREASE IN THE NUMBER OF SECURITY PERSONNEL DEPLOYED

The Agency shall not increase or decrease the strength of the Security Personnel deployed on its own without the express approval of the Academy. The Academy, however, would be at liberty at its own to demand increase or decrease in the strength of the Security Personnel to be deployed. In such an eventuality, the payment shall be increased or reduced taking terms and conditions agreed upon at the time of the execution of the Contract as the base.

14 AGENCY TO DEPLOY SECURITY PERSONNEL ON ITS REGULAR ROLL

The Security Agency shall in no case hire Security Personnel from some other Agency or from the open market for deployment at the Academy. The Security Personnel to be employed shall be the regular employees on the rolls of the Security Agency.

15 SUBSTITUTE TO BE PROVIDED IN CASE OF ABSENCE OF ANY OF THE SECURITY PERSONNEL DEPLOYED.

In case any Security Personnel happens to be on leave or absent it shall be the duty of the Agency to provide substitute/make alternative arrangement without any delay.

16 SHIFTS OF DUTY

There shall be three shifts generally from 06.00 hours to 14.00 hours, 14.00 hour to 22.00 hours and 22.00 hours to 06.00 hours. The timings however are changeable depending on the requirement. In any case, the duty hours shall not exceed more than 08 hours at a stretch at any time. It is made clear that no payment shall be made by the Academy in case security personnel for any reason gets to work for more than 08 hours.

17 MAKING GOOD THE LOSS CAUSED BY THE SECURITY PERSONNEL TO THE ACADEMY

In case of any damage being caused by the Security Personnel to the property of the Academy intentionally or because of negligence in the discharge of duty or because of any theft having being committed by the Security Personnel of the property of the Academy, the same shall be recoverable by the Academy from the Agency.

18 E&OE

In case at any point of time it is found that there had been over payment made by the Academy to the Agency, the same shall be recoverable from the Agency. Similarly, if at any point of time any under payment is discovered by the Academy to the Agency, the Agency will be within its right to point out the same to the Academy and recover the same.

19 RIGHT OF THE ACADEMY TO ASK FOR THE REPLACEMENT OF ANY OF THE SECURITY PERSONNEL

In case it is found that any Security Personnel deployed at the Academy has not been conducting himself properly or indulging in the activities which are not acceptable to the Academy, the Academy will be within its right to remove such a Security Personnel forthwith and not allow him to enter the premises of the Academy and the Agency shall be under the obligation to provide a replacement within a period of maximum 24 hours.

20 MODE OF PAYMENT TO THE SECURITY PERSONNEL

The Agency shall make the payment to the Security Personnel deployed at the Academy through ECS only. The payment shall be made on or before 07th of every calendar month. The Agency shall supply a copy of the statement of account supplied by its banker showing the crediting of salary into the accounts of the Security Personnel within two days of making the payment.

21 TERMINATION OF THE CONTRACT AT THE WILL OF THE ACADEMY

The Academy shall be within its right at any point of time to terminate the contract with the Agency without assigning any reason.

22 AGENCY SHALL SUPPLY THE NAMES, ADDRESSES, TELEPHONE NOS., AND ACCOUNT DETAILS OF THE SECURITY PERSONNEL DEPLOYED.

Agency shall supply to the Academy before or at the time of deployment of every Security Personnel following details:-

- a) Name of the Security Personnel :
- b) Address :
- c) Contact No:
- d) PAN No:
- e) Bank Account No.:
- f) Bank address and telephone No:
- g) Email address (if any)

23 TERMS AND CONDITIONS RELATING TO RAISING OF BILLS/PAYMENTS

1. The Agency shall raise the bill on monthly basis positively by the 05th of every calendar month.
2. The bills shall be certified/countersigned by an authorized representative of the Academy.
3. The bills shall be accompanied by the following documents:-
 - a) ESI Challans
 - b) Provident fund challans
 - c) Attendance sheet countersigned by the authorized representative of the Academy.
 - d) A certificate indicating that wage payment has been made as per DGR guidelines.
4. The payment shall be made after making the statutory deductions/ payment in lieu of damages, losses, penalties, if any.

24 SECURITY DEPOSIT/PERFORMANCE SECURITY

At the time of signing of the Contract, the Agency shall furnish Performance Security to the tune of 10% of one month's wages bill as provided in the DGR guidelines.

25 SERVICE LEVEL SPECIFICATION & PENALTY

S.NO	Process	Service Level Specifications	Penalty
1	Providing adequate number of Security Personnel at every point/area of deployment identified for manning.	The Agency will provide adequate number of Security Personnel to man the areas as per the deployment schedule to be prepared	Rs.1000/- for every instance of under-deployment or deployment area found not manned or Supervisor is not found on duty.
2	(Mis)conduct/ (mis) behavior/Indiscipline by the Security Personnel	i) Security Personnel should be courteous to the visitors/participants/resource persons and staff of the Academy. ii) They should not smoke/ consume liquor/ chew tobacco and spit on the walls/floors etc.	Rs.500/- for every instance.
3	Security Personnel to report in uniform.	Approved uniform design with the name badge.	Rs.500/- for every number of Security Personnel not found in prescribed uniform.
4	Security Personnel to report in time	Security Personnel should report 15 minutes prior to the start of shift duty.	Rs.500/- for every instance of late reporting for duty.
5	Protection of the Academy's Property, Material and Manpower	The Security Personnel shall ensure the protection of the Academy's Property, Material and Manpower.	The Agency shall be liable to compensate for 100% of the damage/loss or loss of life. ¹ In addition to above, a penalty of Rs.2000/- per incidence of loss/damage shall be levied.
6	Delay in commencement of the work/unsatisfactory performance/deficiency in meeting the statutory requirements	The Agency is required to provide services as per the terms and conditions of the contract.	<ul style="list-style-type: none"> • In addition to no payment being made for the period during which the services have not been provided, for delay upto four weeks penalty @20% of the daily contract value calculated for each day of delay for a period up to maximum 4 weeks time for any of the defaults. • For delay beyond four weeks the Academy in addition to imposing penalty as mentioned above reserves the right to cancel the contract and get the job carried out from other sources and recover the additional financial implication from the Agency.

¹ In the event of such loss of revenue or loss of life or damage/loss of property, a Committee comprising of representative of the Academy and of the Agency shall be constituted. The committee shall comprise of one member from the Agency and two members from the Academy. This committee shall prepare a report and assess the total value of loss or damage. In the event of any dispute, the decision of the Academy shall be final and binding.

The Chairperson of the Academy and in his absence Director (Academics) in his discretion may however, reduce/waive off the penalty amount on a representation being made if there are some mitigating circumstances brought to his/her notice.

26 DISPUTE RESOLUTION

26.1 In case of any disagreement with regard to any matter relating to the interpretation of tender document and the contract the decision of the Academy shall be final.

26.2 In case of any dispute relating to any matter arising out of the contract executed between the parties, the Agency shall before taking any legal action approach the Chairperson of the Academy and in his absence Director (Administration) for amicable resolution of the dispute. In case the dispute does not get resolved, the dispute shall be referred for mediation/ conciliation to any of the established Mediation Centers in Delhi as may be agreed upon.

27 INDEMNITY BOND

The Agency soon after the execution of the contract shall furnish an indemnity bond duly stamped and attested giving an undertaking that it shall keep the Academy indemnified for any loss or damage being caused to the property of the Academy because of the negligence or other acts of the security personnel deployed by the Agency.

28 PRODUCTION OF RECORDS

The Academy shall be within its right to call for any record of the Agency which it may require to cross verify the payments being made to the security personnel or for any other purpose which it may consider appropriate.

29 JURISDICTION

All legal disputes shall be subject to the jurisdiction of Delhi Courts.

ANNEXURE-I

INFORMATION OF TENDERER FOR PROVIDING SECURITY SERVICE

- 1(a) Name & Address of the Agency _____
- (b) Contact Numbers & e-mail _____
2. Constitution of the Organisation: _____
Whether the Organisation is Public Limited
Company, Private Limited Company,
Partnership Firm, Proprietorship Firm.
3. Names, addresses and occupation of Directors _____
/Partners/Proprietor .
4. In case of Limited Company, a copy of _____
the Articles of Association and Memorandum
of Association and in case of partnership firm,
a copy of Registered Partnership Deed.
5. DGR Registration Reference _____
6. ISO Certification Reference (If, any) _____
7. PAN number of the firm _____
9. Service Tax Registration No _____
8. Provident Fund Registration No. _____
9. ESI Registration Number _____
10. Registration No. under Private Security _____
(Regulation) Act, 2005
11. License Number under Contract Labour _____
(Regulation and Abolition), Act 1970

Declaration/Undertaking by the Agency:

This is to certify that I/We have read the tender document and fully understood all the terms and conditions therein and undertake myself/ ourselves to abide by them. It is further certified that my/our Agency is not involved in any Arbitration.

Dated:

Signature with Stamp

PRICE BID
(in sealed cover)

DELHI JUDICIAL ACADEMY
(High Court of Delhi)
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NEW DELHI - 110078
Ph. No. : 011-28036684, Fax No. : 011-28036683

Work – Providing security services at Delhi Judicial Academy, Dwarka Sector-14, New Delhi

PARTICULARS

1. Name of Tenderer :
2. Address of the tenderer :
3. Ownership status of the tenderer :
DGR sponsored security agency.
4. Name of person / Official :
(with designation) authorized to submit tender.
5. Date of opening of tender : as per NIT
6. Bill of quantity:-

S.No.	Designation	Number of manpower Required per day	Rate of wages
1	Security Supervisor (without arm)	2	Rates will be in accordance with the rates revised time to time by DGR guidelines
2	Security Guard (without arm)	20	Rates will be in accordance with the rates revised time to time by DGR guidelines

Service Charge is acceptable @% of the total cost per head.

Signature of the Contractor

Date :-

Place:-

DELHI JUDICIAL ACADEMY

Integrated Complex for Delhi Judicial Academy & National Law University Delhi

Sector-14, Dwarka, New Delhi-110078

Ph. 28036683, 28036684

Website: www.judicialacademy; E-mail: dja@nic.in

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____ (Month) _____ (Year) Between Delhi Judicial Academy, DJA & NLU integrated Complex, SEctor-14, Dwarka, New Delhi (hereinafter called “the Academy” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the Agency” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the Delhi Judicial Academy for providing safety, monitoring and surveillance of the Academy.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Addendums, if any; and
 - e. Bill of quantity
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Academy to the Agency as hereinafter mentioned, the Agency hereby covenants with the Academy to execute and the Security services w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The Academy hereby covenants to pay the Agency in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Agency

For and on behalf of the Academy

Signature of the authorized official
Name of the official
Stamp/Seal of the Agency

Signature of the authorized Officer
Name of the Officer
Stamp/Seal of the Academy

By the said _____
Name on behalf of the Agency
in the presence of :

By the said _____
Name on behalf of the Academy
in the presence of :

Witness _____
Name _____
Address _____

Telephone No. _____

Witness _____
Name _____
Address _____

Telephone No. _____