

DJA/GAD/Contract of Security Services/1173/2017 /9083
DELHI JUDICIAL ACADEMY

(High Court of Delhi)

SECTOR – 14, DWARKA

NEW DELHI - 110078

Ph. No. : 011-28036684, Fax No. : 011-28036687/83

Tender No. 2017_DJA_142470_1

TENDERS FOR SECURITY SERVICES AT DELHI JUDICIAL ACADEMY
SECTOR – 14, DWARKA, NEW DELHI – 110078

ESTIMATED COST : Rs.75.00 LAKH

EARNEST MONEY DEPOSIT : Rs. 1,50,000/-

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

PART-I

1.1 GENERAL INSTRUCTIONS TO BIDDERS

Delhi Judicial Academy (hereinafter referred to as Academy), invites online Tenders in Two-Bid System (Technical Bid & Financial Bid) from reputed agencies registered under ‘The Private Security Agencies (Regulation) Act, 2005, Govt. of NCT of Delhi’, having capacity to provide the required number of uniformed and trained personnel for the Security Services to Academy and to provide security of building, equipments, materials and staff, monitoring and surveillance of the premises of Delhi Judicial Academy, Sector – 14, Dwarka, New Delhi - 110078 for a period of one year from the date of award of contract, extendable for a period of another one year subject to both the Parties consenting to it and the same being approved by the Competent Authority.

1. **Mode of Tendering (Online) :** Two-Bid System i.e. Technical Bid and Financial Bid
2. **Last Date & Time for Submission of Bids along with :** 15.01.2018 upto 11:00 AM
EMD online
3. **Last Date & Time for Submission of documents in :** 15.01.2018 upto 12:00 Noon
Tender box at Delhi Judicial Academy
4. **Date & Time for opening of Technical Bids :** 15.01.2018 at 04:00 PM
5. **Date & Time for opening of Financial Bids :** 18.01.2018 at 11:30 AM

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on the above mentioned day and time. The tenders received after the above said date and time will not be considered. No tender sent by FAX will be entertained.

1.2 AVAILABILITY OF TENDER DOCUMENT

The Tender Document can be downloaded from the e-procurement website of Govt. of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) and on the website of Delhi Judicial Academy (judicialacademy.nic.in).

1.3 SCOPE OF WORK:-

The Security Agency shall have to provide the security services in Delhi Judicial Academy, Sector-14, Dwarka, New Delhi-110078.

The Security Agency shall ensure protection of the personnel & property of the Delhi Judicial Academy, prevent trespass in the assigned area without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs, cattle, anti-social elements, unauthorized persons and vehicle into the campus of the Academy.

The Academy requires 20 Security Guards and 2 Supervisors at the Delhi Judicial Academy. The **Security Supervisor** will be considered under the **Skilled category** and the **Security Guard** under the **Semi-skilled category**.

At times it may require additional 09 Security Staff to be deployed. The Academy shall give an advance intimation of 15 days to the Agency, in case of this additional requirement.

1.4 DUTIES AND RESPONSIBILITY OF SECURITY STAFF (SUPERVISOR/ GUARDS):

- 1.4.1 The Security Supervisor/ Security Guards will be responsible for overall security arrangement of the Academy.
- 1.4.2. Security Supervisor will ensure that all the instructions of the Academy are strictly followed and there is no lapse of any kind.
- 1.4.3. No outsiders are allowed to enter the building without proper Gate Pass issued by the authorized officer of the Academy.
- 1.4.4. No items are allowed to be taken out without proper Gate Passes issued by the authorized officer of the Academy for in-out movement of stores.
- 1.4.5. Deployment of Security Supervisors/ Guards will be as per the instructions of the authorities of the Academy and the same will be reviewed and monitored by the Academy from time to time.

- 1.4.6. Security personnel deployed in the premises on holiday and Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced/increased (if required).
- 1.4.7. The Security personnel will also take regular rounds of all the important and sensitive points.
- 1.4.8. Security personnel shall also ensure door keeping duties.
- 1.4.9. The Security personnel on duty will also take care of vehicles parked in the parking sites located within the premises of the Academy.
- 1.4.10. Entry of the street-dogs and stray cattle into the premises of the Academy is to be prevented by the Security Personnel.
- 1.4.11. The Security personnel on patrol duty should take care and immediately inform about the leakage in the water taps, valves and water hydrants installed in the open area and other parts of premises.
- 1.4.12. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders.
- 1.4.13. The Security personnel should be trained in Disaster management including extinguishing fire and managing emergencies.
- 1.4.14. The Security personnel are required to display mature behavior, especially towards female staff and visitors.
- 1.4.15. The Security personnel on duty shall not leave the premises until his reliever reports for duty.
- 1.4.16. Any other provisions as advised by the Academy may be incorporated in the agreement. The same shall also be binding on the Security Agency.

1.5 QUALIFICATION OF THE BIDDERS/ AGENCY:-

- 1.5.1. All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.22.50 Lakh during the last three financial years in the books of accounts (**As per Annexure-VII**).
- 1.5.2. The bidder should have the experience of completion of similar works during the last five years in the Autonomous Institutions /Universities/Public Sector Undertakings of the

Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs.30.00 Lakh/-;

or

(b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost i.e. Rs.45.00 Lakh ;

or

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs.60.00 Lakh.

1.5.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, or consortium, full details of ownership and control of each member thereof.

1.5.4. Bidder must upload copies of all the required documents, duly self-attested, along with technical bid of the tender.

1.5.5. Each Bidder (each member in the case of partnership firm/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Academy subsequently finds to the contrary, the Academy reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

1.5.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is strictly prohibited. Such action will result in penal action and rejection of bid.

PART II

2.1 SUBMISSION OF BID:

The interested Bidders shall submit the tender alongwith duly self attested scanned copies of all the necessary documents online at (<https://govtprocurement.delhi.gov.in>) in two Bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders submitted in any other manner shall not be accepted.

2.1.1 TECHNICAL BID

The Technical Bid is required to be uploaded as per **Annexure 'I'** along with the scanned copies of the following documents/ details. In absence of any of the Documents/ Certificate, the tender is liable to be rejected.

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. **1,50,000/- (Rupees One Lac Fifty Thousand Only)** in the form of Fixed Deposit Receipt from a commercial bank in favour of DDO, Delhi Judicial Academy.
- (b) PAN Card.
- (c) Income Tax Returns for the three Assessment Years viz; 2014-15, 2015-16 and 2016-2017.
- (d) Registration Certificate of GST (Goods and Services Tax).
- (e) Registration Certificate of the Firm/ Agency;
- (f) Provident Fund Registration Number of the Firm/ Agency;
- (g) ESI Registration Number;
- (h) License and Number under Contract Labor Act and under any other Acts/Rules;
- (i) Undertaking in the form Annexure 'V'
- (j) Declaration in the form Annexure 'VI'
- (k) Proof of Average Annual turnover as stated in Clause 1.5.1 duly audited, signed & stamped by a Chartered Accountant in the form given in Annexure 'VII';
- (l) Proof of experience as stated in Clause 1.5.2 (a), (b) and (c) supported by documents from the concerned organizations;
- (m) Copy of license under The Private Security Agencies (Regulation) Act, 2005, Govt. of NCT of Delhi
- (n) List of present Clients with their latest phone numbers; with names of the contact, persons.

(o) Letter of authorization / Board of Resolution authorizing the person to sign the tender document /entering into agreement with the Academy.

- * **The Tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.**
- * **All the scanned documents submitted in the bid must be clearly legible and self attested, failing which the Bid is likely to be rejected.**
- * **The Academy may call for the original documents if considered necessary for any clarification.**

2.2 FINANCIAL BIDS:

1. Only one rate is to be quoted in the format prescribed at **ANNEXURE 'III'**. Rates quoted in any other format will not be considered at all and the tender would be rejected. Financial bid of only those Bidders would be opened who meet the technical qualifications.
2. The bidder should take care that the details, rate and amount is written in such a way that interpolation is not possible. No overwriting in the Financial Bid will be allowed and such type of tender is liable for rejection. No blanks be left which would otherwise make the tender liable for rejection.
3. The Bidder who quotes the overall lowest rates in Annexure-III shall be treated as the L-1. In case 2 or more Agencies quote the same rates, the lowest bidder shall be selected as per Annexure 'IV'. The decision of the Competent Authority shall be final in this regard. The Bidder shall quote the rates both in figures and words. In case of any difference, the rates quoted in words shall be treated as final.
4. Service Charge quoted by the bidder cannot be "NIL" or "Zero" or such that it has been kept deliberately low to secure the contract. The Tender will be liable to be rejected in this case.
5. The Security Agency has to comply with all the statutory obligations under Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition Act 1970) and all other applicable laws.
6. Weekly off replacement charges, submission of EPF, ESIC, GST etc. will be calculated on the Basic Salary in conformity with the latest minimum wages notified by Labour Department, Govt. of NCT of Delhi from time to time. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
7. The Security Guards will be considered under the Semi-skilled category and the Security Supervisors will be considered under the Skilled category.

Presently the rates of Basic Pay are as under:-

Particulars	Security Guard (Semi – Skilled)	Security Supervisor (Skilled)
Basic per month (including one day off in a week)	Rs.14958/-	Rs.16468/-

8. Goods and Service tax will be applicable and the same will be charged by the Security Agency in the bill raised along with challan for submission of GST deposited to the concerned department.

2.3 DOCUMENTS TO BE SUBMITTED OFFLINE:

The Bidder shall deposit the following documents in the tender box kept at the reception counter of Delhi Judicial Academy on or before the date and time given for the submission of Tender:-

- a. EMD in a sealed cover and
- b. Undertaking as per Annexure ‘V’ in original in a separate envelope
- c. Declaration as per Annexure ‘VI’ in original in a separate envelope

2.4 BID SECURITY:-

2.4.1 The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,50,000/- (One Lac Fifty Thousand Only) in the form of Fixed Deposit Receipt/Term Deposit Receipt (from a Nationalized/ Scheduled Commercial Bank in favour of “DDO, Delhi Judicial Academy, New Delhi” in a sealed envelope and deposit the same in the tender box kept at the Reception Counter of Delhi Judicial Academy.

2.4.2. The Bid Security will remain valid for a period of six months from the last date of submission of Tender.

2.4.3 Tender shall be rejected if it is uploaded without a copy of Bid Security or the Bid Security is not submitted in original as stated above.

2.4.4. Bid securities of the unsuccessful Bidders will be returned to them within 30 days of the completion of the tendering process.

2.4.4. Bid security of the successful Bidder shall be returned on the receipt of Performance Security and the signing the Contract.

2.4.5. Bid Security shall be forfeited if the Bidder withdraws its Bid during the period of Tender validity.

2.4.6. Bid Security shall be forfeited if the successful Bidder neglects or refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Academy.

2.5 ONE BID PER BIDDER:-

Each Bidder shall submit only one tender. If it is found that any Bidder has filed another Bid in some other name or through some other Partner or Director or close relative, like son/daughter/spouse or parents, all such Bids shall be rejected.

2.6 COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Academy shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

PART-III

3.1 Tender Documents.

The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions of the Contract
- (d) Technical Bid Form (Annexure-I)
- (e) Details of Manpower required (Annexure-II)
- (f) Financial Bid Form (Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Undertaking (Annexure-V)
- (i) Declaration (Annexure- VI)
- (j) Details of Annual Turnover (Annexure-VII)
- (i) Indemnity Bond (Annexure-VIII)
- (j) Form of Agreement (Annexure-IX)

3.2 GENERAL INSTRUCTIONS FOR BIDDERS:-

- 3.2.1. The Purchase Committee reserves the right to reject any or all Tenders without assigning any reason.
- 3.2.2. The Bidders would not be allowed to alter/modify their Bids, under any circumstances, after submission of their Bids.
- 3.2.3. The Bidder can pay a visit to the Academy before submitting the Bid for inspecting the facilities at the Academy by seeking prior appointment with Branch In-Charge, General Administration, Delhi Judicial Academy on phone 011-28036684 or by writing an e-mail to dja@nic.in.
- 3.2.4. Bids not found supported with any requisite document will be rejected.
- 3.2.5. In case of a Bid being received in time, but the documents required to be deposited offline are received after the deadline, the Bid so received shall not be entertained.
- 3.2.6. Conditional bids will be summarily rejected.
- 3.2.7. The bid of any bidder who has not complied with any condition prescribed in the terms and conditions will be summarily rejected.
- 3.2.8. Bidders are expected to go through all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish complete information required by the Tender document or submission of a Tender not substantially responsive to the Tender document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 3.2.9. The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
- 3.2.10. In case of any breach of terms & conditions of Contract, performance guarantee shall stand forfeited.
- 3.2.11. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter). The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Academy.
- 3.2.12. Tender submitted or received after the closing date and time will not be considered.
- 3.2.13. The Academy is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 3.2.14. The Academy shall terminate the contract if it is found that the Security Agency is black listed on previous occasions by the any of the Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

3.2.15. The Academy reserves the right to extend the date of submission and opening of tender, if considered necessary.

PART-IV

4.1. TERMS AND CONDITIONS OF THE CONTRACT

4.1.1. The security personnel provided shall be the employees of the Security Agency and all statutory liabilities will be borne by the Security Agency such as ESI, PF, Workmen's Compensation Act, etc. The list of staff to be deployed shall be made available to the Academy and if any change is required on part of the Academy, fresh list of staff shall be made available by the agency after each and every change. The complete details of all the persons to be deployed shall be made available to the Academy as under:

- 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)

4.1.2. The Security Agency shall abide by and comply with all the relevant laws and statutory requirements under Labour Act, The Minimum Wages Act, 1948 and Contract Labour (Regulation & Abolition Act 1970), EPF and all other applicable laws with regard to the Security personnel engaged by him for works. It will be the responsibility of the Security Agency to provide details of manpower deployed by him, in the Academy.

4.1.3. It shall be the duty of the Security Agency to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Academy works, is required to be submitted to the Academy. In any eventuality, if the Security Agency fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Academy is entitled to recover the equal amount from any money due or accrue to the Security Agency under this agreement or any other contract and deposited with the Provident Fund Authorities.

4.1.4. The antecedents of security staff deployed shall be got verified by the Security Agency from local police and an undertaking in this regard shall be submitted to the Academy.

4.1.5. The Security Agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Academy. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Security Agency has to give an undertaking, duly countersigned by the concerned official of the Academy that payment of wages has been made as per Rules before receiving the 2nd payment onwards.

- 4.1.6. All liabilities arising out of accident or death while on duty for any employee shall be borne by the Security Agency.
- 4.1.7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon as per agreement. In order to exercise effective control & supervision over the staff of the Security Agency deployed, the supervisory staff will move in their areas of responsibility.
- 4.1.8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Academy.
- 4.1.9. Security Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Academy and shall not knowingly lend to any person or Company any of the effects of the Academy under its control.
- 4.1.10. The security staff shall not accept any gratitude or reward in any shape.
- 4.1.11. Under the terms of their employment agreement with the Security Agency, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Security Agency.
- 4.1.12. In the event of any loss occasioned to the Academy, as a result of any lapse on the part of the Security Agency which will be established after an enquiry conducted by the Academy, the said loss will be recovered from the Security Agency. The decision of the Academy will be final and binding on the Security Agency.
- 4.1.13. The Security Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Academy may issue from time to time and which have been mutually agreed upon between the two parties.
- 4.1.14. The Academy shall have the right, within reason, to have any person who is considered to be undesirable or otherwise, removed and similarly Security Agency will change the staff immediately with prior intimation to the Academy.
- 4.1.15. The Security Agency shall be responsible to maintain all property and equipment of the Academy entrusted to it.
- 4.1.16. The Security Agency will deploy supervisors as per the need given by the Academy. The supervisor shall be required to work as per the instructions of Academy.
- 4.1.17. The personnel engaged have to be extremely courteous with pleasant manners in dealing with the Staff and should project an image of utmost discipline. The Academy shall have right to have any person removed in case of staff complaints or as decided by representative of the Academy if the person is not performing the job satisfactorily or otherwise. The Security Agency shall have to arrange the suitable replacement in all such cases.

- 4.1.18. The eight hours shift generally will be from 06:00 hrs. to 14:00 hrs., 14:00 hrs. to 22:00 hrs. and 22:00 hrs. to 06:00 hrs. But the timings of the shift are changeable and shall be fixed by the Academy from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Academy for double duty, if any.
- 4.1.19. The Security Personnel will have to report in Caretaking Branch at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities.
- 4.1.20. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Security Agency and based on the documentary proof jointly signed by the representative of the Academy and the Security Agency /its representative/personnel authorized by it. No other claim on whatever account shall be entertained by the Academy.
- 4.1.21. The Security Agency shall ensure that its personnel shall not at any time, without the consent of the Academy in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Academy and shall not disclose any information about the affairs of the Academy. This clause does not apply to the information, which becomes public knowledge.
- 4.1.22 Any liability arising out of any litigation (including those in consumer courts) due to any act of Security Agency's personnel including all expenses/fines shall be directly borne by the Security Agency. The concerned Security Agency's personnel shall attend the court as and when required.

4.1.23. **Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

- 4.1.24. The Security Agency shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 4.1.25. During the course of contract, if any Security Agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue, the Academy shall be entitled to terminate the contract forthwith duly forfeiting the Security Agency's Performance Guarantee.
- 4.1.26. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Security Agency for carrying out of this contract and if a claim therefore is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labor Authorities, failing payment of the said money by the Security Agency, the Academy may make payment of such claim on behalf of the Security Agency to the said Labor Authorities and any sums so paid shall be recoverable by the Academy from the Security Agency.
- 4.1.27. If any money, as the result of any instructions from the Labor authorities or claim or application made under any of the Labor laws, or Regulations, is directed to be paid by the Academy, such money shall be deemed to be payable by the Security Agency to the Academy within seven days. The Academy shall be entitled to recover the amount from the Security Agency by deduction from money due to it or from the Performance Security.
- 4.1.28. The Security agency shall not engage any sub contractor or transfer the contract to any other person in any manner.
- 4.1.29. The Security agency shall indemnify and hold the Academy harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Security Agency.
- 4.1.30. The Security agency shall not employ any person below the age of 18 years and above the age of 55 years.
- 4.1.31. The Security agency shall employ at least 33% manpower from the category of Ex-Servicemen not above the age of 55 years. The Security Agency shall provide proof of Ex-Servicemen. Security staff other than ex-servicemen shall be minimum 10th pass and should have undergone training minimum of five days duration for providing security and fire fighting services.
- 4.1.32. The female Security Guards should constitute at least 20% of the total strength of the total Security Guards employed.
- 4.1.33. The Security Agency shall get guards and supervisors medically examined for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Delhi Judicial Academy will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 4.1.34. Security staff engaged by the Security Agency shall not take part in any staff union and association activities.

- 4.1.35. The Security Agency shall bear all the expenses incurred on the following items i.e. provision of torches and cells, lathis/ballams and other equipments to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements.
- 4.1.36. Agency will provide walkie-talkie to each supervisor and to 30% of security guards to ensure effective timely communication between them.
- 4.1.37. The Academy shall not be responsible for providing residential accommodation to any of the employee of the Security Agency.
- 4.1.38. The Academy shall not be under any obligation for providing employment to any of the worker of the Security Agency after the expiry of the contract. The Academy does not recognize any employee- employer relationship with any of the workers of the Security Agency.
- 4.1.39. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Academy from the agency.
- 4.1.40. The Security agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Academy etc.
- 4.1.41. The Security agency will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee every month.
- 4.1.42. In case the Security Personnel are not covered under ESIC, the Security Agency shall provide the insurance cover to the Security Guards against any injury etc. suffered in the course of employment at its own cost.
- 4.1.43. The Security Agency shall disburse the wages to its staff deployed in the DJA every month through ECS only.
- 4.1.44. At least 25% of the Security Guards/ Supervisors should be trained in manning the CCTV Control Rooms.
- 4.1.45. The Security Agency should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.
- 4.1.46. The Security agency shall ensure that the dues including the salary at the approved rates is paid to the Security Personnel deployed by it at the Academy in time and inform the same 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.
- 4.1.47. The Agency shall raise and submit the bill on monthly basis positively by the 05th of every Calendar month.

4.2. AWARD OF CONTRACT:-

- 4.2.1 The Academy will award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 4.2.2. Before signing the Contract, the successful Bidder shall be required to deposit **Rs. 5,00,000/- (Rupees Five Lakhs only)** in the form of Fixed Deposit from a Nationalized/ Scheduled Commercial Bank in favour of “ DDO, Delhi Judicial Academy, New Delhi” as Performance Security which shall remain valid and open till all obligations under the Contract have been discharged of all outstanding dues against the Agency of any nature against the bills submitted by the Agency or otherwise.
- 4.2.3. In case the contract period is extended further, the validity of the Performance Security shall also be extended by the Security Agency accordingly.

4.3. AGREEMENT

The Successful Bidder shall sign an agreement with the Delhi Judicial Academy within fifteen days of the acceptance of offer on a stamp paper of Rs. 100/- to be furnished by the Successful Bidder to be drawn in terms of the present Tender Document and draft agreement as given in **Annexure ‘IX’** .

4.4 STATUTORY OBLIGATIONS

- 4.4.1. The Security Agency shall fulfill all statutory requirements applicable to the scope of work awarded. It shall submit a declaration to this effect at the end of every quarter stating that it has not defaulted in fulfilling its statutory requirements.
- 4.4.2. The Security Agency shall obtain all statutory clearance(s) /license(s) applicable to the scope of work and submit a declaration at the time of signing the agreement to this effect stating that he has complied with all statutory requirements.
- 4.4.3 The Security Agency shall bear all liabilities under all Tax and Regulatory laws as applicable.

4.5 INDEMNITY BOND

The Successful Bidder shall submit an Indemnity Bond to indemnify the Academy for any loss to the Academy on account of its failure to fulfill its statutory obligations and for any loss or damage caused to the property or properties of the Academy or its employees/ workers, guests,

participants etc. because of the acts/ omissions of its employees/ workers in the form as given in **Annexure ‘VIII’** at the time of the awarding of the Contract

4.6 FIDELITY BOND

Security guards shall be covered under “Fidelity Bond” through Insurance Agency for minimum sum of Rs.25,00,000/- (Rupees Twenty Five Lacs only). The Insurance charges for Fidelity Bond shall be paid by the security agency.

4.7 PENALTY CLAUSE

- a. For misbehaving on part of security staff Rs. 200/- per default
- b. For non wearing of uniform and/or identity card Rs.200/- per default
- c. For removal of any item(s) for which the agency is not authorized or theft– 3 times of the market value of such property or Rs. 10000/-, whichever is higher, per default
- d. For violation of any of the condition of the contract, Rs.5000/- per default.
- e. In case any of Security Agency’s personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Academy and the same shall be deducted from the Security Agency’s bills.
- f. In case any of Security Agency’s personnel deployed under the contract fails to report in time and Security Agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 4.7 (e) shall be levied.

The mode of recovery will be as under:-

S. No.	Amount of Loss	Mode of payment
1.	Upto Rs. Five Lakh	To be recovered directly from the Monthly Bill
2.	Beyond Rs.Five Lakhs	To be recovered from Security Deposit

4.8 DISPUTES

Any legal dispute arising between the Academy and the Security Agency shall be subject to jurisdiction of Courts in Delhi.

Before, approaching any Court for the adjudication of the Dispute, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration.

DELHI JUDICIAL ACADEMY
TENDER FORM FOR PROVIDING SECURITY SERVICES

Affix duly attested
recent Passport
Size Photograph

S. No.	Information Sought	Information Given
1.	Names, address of firm/Agency and Telephone numbers.	
2.	Registration No. of the Firm/ Agency.	
3.	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.	
4.	Please specify as to whether Tenderer is sole proprietor/Partnership firm. Name and Address and Telephone No.of Directors/partners should specified.	
5.	PAN issued by Income Tax Department	
6.	Income Tax Return for three Assessment Years 2014-2015,2015-2016 and 2016-2017	
7.	Provident Fund Account No.	
8.	GST No.	
9.	ESI Number	
10.	License number under Contract Labour (R&A) Act	
11.	Details of Bid Security (EMD) deposited (a) Amount (b) FDR No.	

	(c) Name of the Bank (d) Date of issue	
12.	Undertaking as per Annexure 'V'	
13.	Declaration as per Annexure 'VI'	
14.	Copy of the License obtained under the Private Security Agencies (Regulation) Act, 2005	
15.	Proof of experiences of last five years(Clause 1.5.2 of NIT)	
16.	Satisfactory Performance Certificates from the concerned employers	
17.	Annual returns of previous three consecutive years supported by audited balance sheet (Clause 1.5.1 of NIT)	
18.	Any other information, if any required.	

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(Signature of the bidder)
Name and Address

(with seal)

DELHI JUDICIAL ACADEMY**Details of Manpower Required**

Sl. No.	Area/ Building to be covered
1.	Administrative Block (Ground, Second, Third, Fourth, Fifth & Sixth Floor)
2.	Club House
3.	Judicial Hostel

Note:- The Security persons may be deployed on any other point in the campus as per the requirement of Delhi Judicial Academy.

FINANCIAL BID FORM

{To be given on the letter head of the company / firm}

To,

The Director,
Delhi Judicial Academy,
Sector 14, Dwarka
New Delhi – 110078.

Sub: Financial Bid in respect of providing round the clock security services in the Delhi Judicial Academy at Dwarka.

Dear Sir,

In response to the above work, I on behalf of _____(name of firm) hereby quoted the Agency overhead and service charges as under:

Agency overhead and Service Charges in % _____

Note:

1. Agency to quote considering various terms and conditions of this document.
2. Rates of the security personnel shall be revised as and when minimum wage rates and other applicable allowances are revised by Government.
3. Agency to quote service charges which shall be paid in addition to the details mentioned in Clause 2.2.6 of the tender document.
4. Successful bidder shall not be entitled to any hike in service charge for any reason other than statutory levies during the period of contract

Signature of the authorized signatory of the Bidder
With Seal of the Firm

EVALUATION CRITERIA FOR FINANCIAL BID POINTS

In case 2 or more Agencies quote the same rate, the lowest bidder shall be selected, who get the more points in the following evaluation criteria:

Description	Criteria	Marks	Remarks
1. Annual Value of Security Contracts undertaken in last three years	50 Lakhs to 1 Crore	2	
	Above 1 Crore and Below 1.50 Crore.	3	
	Above 1.50 Crore and Below 2.00 Crore.	4	
	Above 2.00 Crore	5	
2. Annual Turn over	50.00 Lakh to Rs. 1.00 Crore	2	
	Above 1.00 Crore and Below 2.00 Crore	3	
	Above 2.00 Crore and Below 3.00 Crore	4	
	Above 3.00 Crore and Below 5.00 Crore	5	
	Above 5.00 Crore	6	
3. Experience	3 Years	2	
	3 to 4 Years	3	
	4 to 5 Years	4	
	5 to 7 Years	5	
	More than 7 Years	6	

Note : The decision of the Competent Authority shall be final in this regard.

UNDERTAKING

(To be submitted on Rs.50/- Stamp Paper duly notarized)

Name of the firm/Agency _____

Name of the tender _____

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We do realize and understand that in case of non compliance of any of the terms and conditions, the Tender submitted by me/us can be rejected or Contract terminated after having being awarded, as the case may be, and in this regard the decision of the Academy shall be final and binding on me/ us
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Weekly off replacement charges and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We shall provide minimum 33% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
6. I/We do hereby undertake that complete security of the Department shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under “Fidelity Bond” through Insurance Agency for minimum sum of Rs. 25.00 Lakhs (Rupees Twenty Five Lakhs Only). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

Signature of the Bidder _____

Name & Address _____

Rubber Stamp _____

The Director (Admn.),
Delhi Judicial Academy,
Sector – 14 Dwarka
New Delhi – 110078

DECLARATION FOR FAIR BUSINESS BY THE SECURITY AGENCY

Name of the firm/Agency_____

Name of the tender_____

I _____ Son/Daughter of _____ /
W/O _____ R/O _____ hereby
confirm and declare that my/our firm/company
M/s..... is not blacklisted/delisted or debarred or
on Holiday list with any company of Private/Public Ltd. or Government
Company/Govt. Department from participating in the tender as on date. In case at
any stage, it is found that the information given by me is false/ incorrect, the Delhi
Judicial Academy shall have the absolute right to take any action as deemed fit/
without any prior intimation to me.

Signature of the Bidder _____

Name & Address _____

Rubber Stamp _____

The Director (Admn.),
Delhi Judicial Academy,
Sector – 14 Dwarka
New Delhi – 110078

DETAILS OF ANNUAL TURNOVER

(To Be Certified By Chartered Accountant)

S. No.	Financial Years	Gross Annual Turnover of Providing Security Services	Profit/Loss (In Lacs)
1.	2013-14		
2.	2014-15		
3.	2015-16		

(Stamp, Name & Signature of Bidder)

Certificate by the Chartered Accountant

Certified that the above details of Annual turnover and profit and loss have been checked and verified by me from the annual accounts of M/s

.....

Name of the Chartered Accountant) :

Address :

Phone No. :

Seal :

ANNEXURE- VIII

INDEMNITY BOND

(To be typed on Non-Judicial Stamp Paper of Rs.100/- and attested by Notary Public)*

This Indemnity Bond is executed on this ___ day of ____, 20__ at New Delhi by M/s _____, a Company/Partnership Firm/ Proprietorship Firm having its Registered/ Corporate Office at _____ represented through Mr./ Ms. _____ S/o, W/o, D/o _____ its duly authorized representative (hereinafter referred to as the ‘SECURITY AGENCY’) in favour of Delhi Judicial Academy having its Office at Sector-14, Dwarka, New Delhi-110078 (hereinafter referred to as the ‘Academy’).

WHEREAS, the Security Agency engaged in the business of providing security services, has entered into an Agreement with the Academy for providing Security Services to the Academy w.e.f. _____ for a period of one year, extendable by another one year with the consent of both the parties and subject to the approval of the Competent Authority.

And WHEREAS, the Security Agency is under a legal obligation to comply with all the statutory requirements while providing security services to the Academy.

And WHEREAS, the Security Agency is also under a legal obligation to ensure that neither any loss or damage is caused to the property of the Academy nor any physical harm/ injury is caused to the employees/ workers of the Academy, its guests or the participants etc visiting the Academy and all those staying at the Guest house or judicial Hostel of the Academy, as a result of the acts/ omissions of the employees/ workers of the Security Agency.

NOW, THEREFORE, this Bond witnesses and it is agreed to and undertaken by the Security Agency to keep the Academy harmless against any claims or demands made against the Academy as a result of its failure to comply with its statutory obligations and to indemnify the Academy for any loss or damage caused to its property or any physical harm/ injury is caused to the workers/ employees of the Academy, guests or the participants etc. visiting the Academy and all those staying at the Guest House of Judicial Hostel of the Academy, as a result of the acts/ omissions of the employees/ workers of the Security Agency.

IN WITNESS WHEREOF, this Bond has been executed at New Delhi by the Security Agency through its Authorized Representative in the presence of witnesses.

Witnesses: Security Agency, through Authorized Representative

1. _____

2. _____

* To be submitted at the time of awarding of the Contract

ANNEXURE-IX

(To be made on Rs 100/- Non-Judicial Stamp Paper)

FORM OF AGREEMENT

This agreement is made on the ___ day _____(Month)_____(Year) between the Delhi Judicial Academy, Sector-14, Dwarka, New Delhi as one part, hereinafter called “the Academy” and M/s _____, having its registered office at _____ hereinafter called “the Security Agency” for providing Security services to the _____ (Name of the Department) for ensuring safety, monitoring and surveillance of the Academy.

WHEREAS the Academy is desirous to engage the Security Agency for providing Security Services to the Delhi Judicial Academy at its Administrative Block, Judicial Hostel and Club House or at any other place in the campus of the Academy on the terms and conditions stated below:-

1. The Security Agency shall be solely responsible for the compliance of provisions of all statutory obligations and other law or laws as applicable, related to Security Services to the Academy. The Academy shall have no liability in this regard.
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. Technical Bid and Financial Bid submitted by the Security Agency;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Academy to the Security 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. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

5. The Security Agency shall be solely responsible for any accident/medical/health related liability/compensation in respect of its employees for any injury suffered by any one of them during the course of their deployment for providing services to the Academy. The Academy shall have no liability in this regard.
6. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any further reference or without waiting for any notice period to be completed.
7. The Academy shall be at liberty to terminate the Contract during the currency of this agreement at any point of time without assigning any reason.
8. Performance Security of Rs.5,00,000/- (Rupees Five Lakh Only) furnished in the form of Fixed Deposit Receipt/ Term Deposit Receipt at the time of signing the Agreement shall be returned only after the discharge of all obligations under the Contract and adjustment of outstanding dues against the Security Agency of any nature against the bills submitted by the Security Agency or otherwise.
9. The Security Agency shall be fully responsible for timely monthly payment of wages and any other dues to its employees deployed for providing services to the Academy.
10. The employees deployed by the Security Agency to provide Security Services to the Academy will not lay any claim to become the employees of Academy. They will have no Employer and Employee relationship with the Academy.
11. There would be no increase in rates payable to the Security Agency for any reason other than statutory levies during the period of contract. The Security Agency agrees to comply with any modification made in the Terms and Conditions of this Agreement necessitated to meet any exigency or to give effect to terms and conditions of this Agreement or to correct inadvertent errors, if any.
12. Decision of the Academy in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Security Agency.

13. Any legal dispute arising between the Academy and the Security Agency shall be subject to jurisdiction of Courts in Delhi. Before, approaching any Court for the adjudication of the Dispute, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration.

14. THIS AGREEMENT will take effect from _____ day of _____ Year ____ and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in New Delhi in the presence of the witness:

First party

Second Party

For and on behalf of the Academy

For and on Behalf of Security Agency

Delhi Judicial Academy

Sector – 14 Dwarka

New Delhi – 110078

Witness:-

1.

2.

(Name, Address and Telephone No.)

(Name, Address and Telephone No.)