

SUPREME COURT OF INDIA
ADMN. MATERIAL (P&S)

LAST DATE OF TENDER: 01.08.2018

F.NO.1014/NLC/18/SCI(AM)

Dated: 10th July, 2018

NOTICE INVITING TENDERS
FOR
PROVIDING SECURITY SERVICES IN M.C. SETALVAD LAWYERS
CHAMBERS' BUILDING AT BHAGWAN DAS ROAD AND C.K. DAPHTARY
LAWYERS CHAMBERS' BUILDING AT TILAK LANE
FOR A PERIOD OF TWO YEARS

Separate sealed tenders are invited for **deployment of 13 Security Guards and 1 Supervisor** for the security/watch & ward in M.C. Setalvad Lawyers Chambers' Building at Bhagwan Das Road consisting of five floors & basement and C.K. Daphtary Lawyers Chambers' Building at Tilak Lane consisting of four floors & basement for a period of two years from the date of order. However, the requirement for Security Guards/ Supervisor may increase in future.

Interested parties may inspect the buildings on any working day between 11.00 A.M. to 4.00 P.M. except Saturdays after contacting the Branch Officer (Admn. Material) (Telephone No. 23112235, 23111483) to assess the requirement of security personnel and points where they are to be deputed and submit their detailed tender. They will also have to furnish the certificates regarding their performance from reputed concerns where they have deputed their personnel in the past.

A. TENDER

1. The tenderer shall quote his rate **per day per head for each Security Guard/Supervisor** compulsorily as per **Annexure-'A'** considering round the clock duty. Nothing extra will be payable for night hours.

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Such rate quoted should consist of two components - one a variable component of minimum wages as per law plus a static component of amount which the tenderer proposes to quote over and above the minimum wages. (Minimum wages + Rs._____), the static component shall be quoted in terms of specified money only as "Rs._____". Registry will permit revision of minimum wages whenever, revised minimum wages applicable is notified. The static component shall be quoted only in terms of specified amount only as (Rs._____) and not ambiguous or variables such as "% of minimum wages", "as per market rate" etc. Such ambiguous tenders are liable to be rejected.

2. Tender which does not quote the rate as above is liable to be rejected.
3. Two separate sealed envelopes should be used for submitting (i) Earnest Money (ii) Tender Document superscribing on respective envelopes (a) "Earnest Money For Tender for providing Security Services at M.C. Setalvad Lawyers Chambers Building at Bhagwan Das Road and C.K. Daphtary Lawyers Chambers Building at Tilak Lane, (b) Tender for providing Security Services Security at M.C. Setalvad Lawyers Chambers Building at Bhagwan Das Road and C.K. Daphtary Lawyers Chambers Building at Tilak Lane.
4. The tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the R&I Branch of the Registry or on Reception Counter No. 37 (near 'D' Gate) and if sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same alongwith his own identity proof to the Reception Office / Members of the Committee at the time of opening of tenders at Reception Counter No.37.
5. The tenderers are expected to examine all the instructions, Proforma's terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderer's risk and may result in the rejection of the tender.

6. The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Govt. of India then next working day will be treated as due date of tender.

B.TERMS AND CONDITIONS OF TENDER

7. The tenderers are required to quote their lowest rates mentioned in **Annexure 'A'** annexed hereto. The tenderer should disclose about their previous experience and the major clients.
8. The tenderers are required to send their rates alongwith Demand Draft of Rs.1,15,000/- (Rupees One Lacs and Fifteen Thousand only) drawn in favour of The Registrar (Admn.), Supreme Court of India, New Delhi as the Earnest money which will be refunded to the unsuccessful tenderers by Speed Post/Registered Post at their own risk. Name of the firm, telephone Number and name of the job shall be indicated on the reverse side of the Demand Draft.
9. The rates should be valid for a minimum period of 90 days.
10. Hypothetical or conditional tender will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.
11. Over-writing, over-typing or erasing of figures or words which render it doubtful and ambiguous are not allowed and shall render the same invalid.
12. The Registry will deal with the tenderer directly and no middlemen/agents/commission agents etc., should be asked by the tenderer to represent their cause and they will not be entertained by the Registry.

13. The tenderer shall not quote rates less than the minimum wages as prescribed by Delhi Government and the rates shall be quoted keeping in view the future escalation of the minimum wages.
14. The Registry reserve the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.
15. The tenderer shall quote rates both in figures and words.
16. All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
17. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Earnest Money/ Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.
18. The tenderer shall be required to furnish details about his present business, permanent address, past experience in the field of providing Security Service, turnover of past three years, list of valued/important clients, Copy of Income Tax Returns for past three years and also have to submit the documents in support of same.
19. The tenderer shall have valid registration certificates for ESI, Provident Fund and all other registration mandatory required for running the Security Agency at the time of submission of tender.
20. The entire building including the compound shall be placed under security by the Registry of the Supreme Court.
21. The Tenderer should either be registered or should have applied for registration under the Private Security Agencies (Regulation) Act, 2005 applicable in NCT, Delhi as on the date of submission of tender and his application should not have been rejected. In this regard the Tenderer should submit the proof.

22. Each Tenderer has to fill in the undertaking as mentioned in **Annexure 'B'** stating that whether the firm has been blacklisted/ banned by any Government Department/ Public Sector undertaking/ Autonomous Body or not.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

23. The successful tenderer shall have to give performance security deposit amount of 5% of the total amount of work order after adjusting the amount of Rs.1,15,000/- of Earnest Money Deposit if already deposited alongwith the tender within one week from placing the order which will be refunded only after successfully and satisfactory services rendered during the contract period and after 60 days from the payment of the last bill for the contractual period.
24. The successful tenderer will have to enter into an Agreement within one week from the date of receipt of order.
25. The successful tenderer on receipt of acceptance letter of its tender shall provide the services of **One** Supervisor and **Six** security guards (2 different guards each in 3 shifts) round the clock at the M.C. Setalvad Lawyers Chambers' Building at Bhagwan Das Road and **Six** security guards (2 different guards each in 3 shifts) round the clock at the C.K. Daphtary Lawyers Chambers' Building at Tilak Lane from the specified date. Also, the services of **One** Security Guard is to be provided at Reception Office to man the clock room.
26. Each Security Guard should work for 08 hrs. per day.
27. If it is found at any point of time that the successful tenderer had deployed less than the **six** security guards in each building on any day and **one** security guard at Reception office without prior written intimation to Supreme Court Registry, one month's salary in respect of guard(s) found short will be recovered from the agency and in such an event the performance security may be forfeited and the contract may be terminated by Supreme Court Registry, in its discretion.

28. The successful tenderer will be under an obligation to pay minimum wages as revised from time to time to all the employees engaged for the Supreme Court and shall also fulfill all its obligations under the various Labour Laws.
29. The Successful Tenderer will have to comply with all the provisions of the Private Security Agencies (Regulation) Act, 2005 and the Rules made thereunder, applicable in NCT, Delhi.
30. The persons so deputed must have good physique and should have the capacity of handling the unauthorised entry. They must maintain due decorum and Registry may, if necessary, prevent any employee for being deputed as security guard in Supreme Court and in that event immediate replacement shall be provided.
31. The security agency shall verify that the persons deputed in the Registry of good character and no criminal record against of the persons and also submit the certificate in this regard to Admn. General Branch.
32. The security agency shall be bound to provide additional Supervisors or Security Guards as and when required by the Registry.
33. The guards shall wear proper uniform while on duty and will be equipped with Lathi, whistle and torch and other required items for the purpose and nothing extra shall be paid on this account.
34. The rates so quoted shall remain effective for two years in the first instance from the date of commencement of the contract. For any breach committed during this period appropriate action shall be taken by the Registry of Supreme Court of India, whose decision shall be final and binding on the party.
35. The Registry will not be responsible for any non-payment or delayed payment by the Security Agency to their deployed personnels and the Agency shall also indemnify the Supreme Court of India against any claims from the guards for which, the Security Agency will be solely responsible.
36. The security agency shall pay minimum wages to its employees as prescribed by Delhi Govt. from time to time and shall abide by all other Rules and Regulations and shall also fulfill all its obligations under the various laws.

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37. The security agency will ensure that no unauthorised encroachment takes place in the area. In case any such encroachment takes place, it will be the responsibility of the agency to get the same removed.
38. The security agency shall be responsible for any theft, pilferage etc. in the premises.
39. The guards shall take prompt action and render assistance to the fire fighting forces in the event of a fire mishap.
40. There shall be no contractual or other relationship between the employees of the security agency and the Supreme Court. Payment of Provident Fund, ESI, DA, Leave etc. of the Security Personnel wherever applicable, will be made by the security agency.
41. The successful tenderer will have to depute the required strength of the manpower immediately from the specified date as per the order to be communicated, failing which earnest money shall be forfeited.
42. The security agency shall issue Identity Cards to the guards duly certified by the Supreme Court of India for the purpose of their identification.
43. The Registry reserves the right to accept or reject any or all tenders in its discretion without assigning any reasons therefor.
44. The Registry shall have the discretion to withdraw the contract at any time without any notice and without assigning any reason therefor.
45. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar (Admn.), Supreme Court of India, New Delhi.
46. The contract shall be subject to such other terms, conditions, and instructions as may be issued by the Registry of the Supreme Court of India from time to time.

47. The successful tenderer shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with the workers/ staff of the Advocates, etc.
48. The successful tenderer shall undertake that the character and antecedents of each individual employee deployed by them have been got verified from the Competent authorities and record be maintained to this effect and the successful tenderer will further ensure that all personnel deployed by them in the premises of the Registry from time to time are duly verified by the Police authorities in so far as their character and antecedents are concerned and submit the required documents in this respect to Admn. General Branch for their record.
49. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the successful tenderer in the course of performing of the work. Neither the successful tenderer nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
50. The firm shall be responsible for any injury or accident to the person deployed by them for performing the job.
51. These terms and conditions will be in addition to other general terms and conditions which will be incorporated in the Agreements to be entered into with the successful tenderer(s).
52. The payment of the bills will be made by Admn. General Branch only after receiving of satisfactory reports from Additional Registrar (Security).

D. PENALTIES

53. If it is found at any point of time, that security has not been properly provided or provision of the contract has not been complied with to the satisfaction of the Supreme Court Registry, Registrar, Supreme Court of India may in addition to taking

other steps under the Agreement to be executed with the agency, also impose such penalty on the agency-, as he may deem appropriate. His decision in this regard shall be final and binding on the agency and should not be called into question in any proceedings. The amount of penalty, unless immediately deposited, shall be adjusted from the payment due to the agency.

- 54. That the Contractor shall pay and continue to pay Minimum Wages to the workers and if it is found that less wages were paid, contract will be terminated forthwith and the deficient wages will be deducted by the Registry from tenderer and paid directly to the workers employed by them and further, payment to the firm will be made only on satisfactory performance of work for each period as certified by the Additional Registrar (Security).**

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in two separate envelopes superscribing on the respective envelopes (a) "**EARNEST MONEY** FOR THE TENDER FOR PROVIDING SECURITY SERVICES AT M.C. SETALVAD LAWYERS CHAMBERS' BUILDING AT BHAGWAN DAS ROAD AND C.K. DAPHTARY LAWYERS CHAMBERS' BUILDING AT TILAK LANE" and (b) "**TENDER DOCUMENT** FOR PROVIDING SECURITY SERVICES AT M.C. SETALVAD LAWYERS CHAMBERS' BUILDING AT BHAGWAN DAS ROAD AND C.K. DAPHTARY LAWYERS CHAMBERS' BUILDING AT TILAK LANE", addressed to the undersigned by name or may be handed over personally to Registry's Reception Counter no. 37 near PRO Office on or before **01.08.2018**, upto 3.00 P.M. which may be opened on the same day at 3.30 P.M in the Registry by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money and thereafter, Envelopes containing tenders will be opened.

-Sd/-

(Basu Dev Sharma)
Additional Registrar (AM)
10.07.2018

Encl.: Annexure-'A'

ANNEXURE 'A'

SUPREME COURT OF INDIA
ADMN.MATERIAL(P&S)

F.NO.1014/NLC/18/SCI(AM)
Dated : 10th July, 2018

QUOTATION PROFORMA

TO BE FILLED BY THE TENDERER WITH REFERENCE TO PROVIDING
SECURITY SERVICES IN M.C. SETALVAD LAWYERS CHAMBERS'
BUILDING AT BHAGWAN DAS ROAD AND C.K. DAPHTARY LAWYERS
CHAMBERS' BUILDING AT TILAK LANE

1. Name of the tenderer with address :

2. Name of the Contact Person/ Authorised Signatory with Mobile / Fax / Telephone No. (s) :

3. E-mail id :

4. Traders Identification Number (TIN) :

5. GST Registration No. (attach proof) :

6. Pan Card No. (attach proof) :

7. Copies of Income Tax Return of last three Financial Years :

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8. Rates :

S. No.	Description	Rates
1	Rate for One Security Supervisor (per day per head for 08 hrs. duty)	Minimum Wage + Rs. (Excluding GST) (Static Component)
2	Rate for One Security Guard (per day per head for 08 hrs. duty)	Minimum Wage + Rs. (Excluding GST) (Static Component)

9. E.S.I. Registration No. (attach Proof) :

10. PF Registration No. (attach Proof) :

11. Service Tax Registration No. (attach Proof) :

12. Rate of GST :

13. List of Major Clients with their Contact Person and Mobile No. :

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13. Whether your firm has been blacklisted/ banned by any Government Department/ Public Sector undertaking/ Autonomous Body : Yes/No (Fill in the undertaking as mentioned in **Annexure-'B'**) :

14. Whether all the terms and conditions of NIT are acceptable : Yes/No :

Place :

Date :

(Signature of the Tenderer
with name of the Firm
with date & stamp/seal)

ANNEXURE - 'B'

UNDERTAKING

I/We undertake that (name of the company) has not been blacklisted/banned by any Government Department/Public Sector undertaking/Autonomous Body.

Signature of the authorised
signatory of the firm/ company/
organisation/ Official Stamp/Seal.

Date:

Place: