

**OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH)
DISTRICT COURT COMPLEX, SAKET, NEW DELHI-110017**

**NOTICE INVITING TENDER (NIT) FOR CONTRACT OF ENGAGEMENT
OF SECURITY PERSONNEL TO PROVIDE SECURITY SERVICES
(WATCH & WARD) AT DISTRICT COURTS COMPLEX, SAKET
NEW DELHI-110017**

Date

Tender ID: 2016_DDC_120324_1

INSTRUCTIONS TO BIDDERS

1. GENERAL

1. Tenders are invited by District & Sessions Judge (South) District Court Complex, Saket New Delhi (hereinafter referred to as “Principal Employer”) for engagement of security personnel (156 security guards and 8 security supervisors) to provide security services (Watch & Ward) under which the agency awarded the contract (hereinafter called the “Service Provider”) shall provide uniformed trained personnel for Security of the building, equipments, materials, as specified in the SCOPE OF WORK (Annexure-II) in Saket District Courts Complex, New Delhi (hereinafter referred to as the ‘premises’), as per following schedule :

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| 1. Date of Publication | : 26.12.2016 by 04.00P.M |
| 2. Last Date & Time for onlinesubmission of Bids: | 17.01.2017 by 03.30P.M |
| 3. Last Date & Time for submission of Earnest Money Deposit. | : 17.01.2017 by 03.30P.M |
| 4. Opening Date & Time for Technical Bids | : 18.01.2017 by 02.00P.M |
| 5. Opening Date & Time for Financial Bids | : 27.01.2017 by 04.00P.M |

2. DOCUMENTS ACCOMPANYING NIT:-

2.1 Contents of documents.

2.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for engagement of security personnel to provide security. This is accompanied by:-

- (a) Tender form for providing security services (Watch & Ward) (Annexure-I)
- (b) Scope of Work (Annexure-II)
- (c) Details of area to be secured and Manpower required (Annexure-III)
- (d) Undertaking (Annexure-IV)
- (e) Check list for Bidder for providing security services (Watch & Ward) (Annexure-V)
- (f) Form of Bank Guarantee for Performance Security (Annexure-VI)
- (g) Form of Agreement (Annexure-VII)

2.1.2. The bidder is expected to examine and study all instructions, Forms, Terms and Conditions in the tender document. Failure to furnish all information required in the Tender document or submission of a tender not responsive to the Tender document in any respect will be at the bidder’s risk and may result in rejection of his bid.

2.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

2.2. Clarification of NIT:-

2.2.1 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he may seek clarification from the Office of Officer In charge General Branch, District Court Complex, Saket, New Delhi not later than two days before last date of

submission of bid. Any such clarification, together with all details on which clarification had been sought, will be published for information of all concerned at the website www.delhicourts.nic.in.

2.2.2. Except for any such clarification given by the Principal Employer, as described in preceding para which is expressly stated to be an addendum to the tender document issued by the Office of Officer In charge, General Branch, District Court Complex, Saket, New Delhi, no written or oral communication, presentation or explanation by any other employee of the Principal Employer shall be taken to bind or fetter the Principal Employer under the contract.

3. ELIGIBLE BIDDERS:-

3.1 In order to be eligible a bidder must possess a valid ISO certification; and

3.2 Must have been providing similar services for the last three consecutive years and having annual average turnover of Rs. 6 crores or more during the last three financial years in the audited accounts, from such business.

3.3 In the alternative to 3.2, above agency submitting the bid should have the experience of completion of similar works within the preceding three years in any of the Departments/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 *and shall submit the certificate of the employer regarding successful execution of work during the preceding three years as mentioned herein* as under:

(a) Three similar works costing not less than Rs. **1.35 crores** each or

(b) Two similar works costing not less than Rs. **2.00 crores** each or

(c) One similar work costing not less than Rs. **4.00 crores**

4. QUALIFICATION OF THE BIDDERS:-

4.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the Partnership/Consortium/Joint venture/Company; except in the case of an individual or sole proprietary concern.

4.2 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership/Company.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the services and such authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm/company;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

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

4.4 Bidder or members of a partnership, joint venture/company or consortium shall submit a copy of PAN Card issued under Income Tax Act.

4.5 Bidder must submit copies of all eligibility documents required, duly self-attested, along with technical bid of the tender.

4.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium/company) and his associate, if any 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 the 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 Principal Employer or any

authorized representative on his behalf subsequently finds to the contrary, the Principal Employer 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.

4.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such conduct will result in the rejection of bid, in addition to other punitive measures.

5. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in a firm or joint venture or as representative of a company or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.

6. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Principal Employer will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process.

7. VISIT TO DEPARTMENT:-

The bidder, if his tender is accepted, shall be obliged to provide security personnel for the premises and is therefore advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational conditions prior to the submission of the Bid.

8. SUBMISSION OF BIDS:-

8.1. Language.

The bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid.

8.2.1. Tender document issued for the purposes of tendering as described in Clause 2.1.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.2. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid only through e-tendering, accompanied by all supporting documents which shall be scanned copy of the original in PDF format.

8.2.3. One copy of the Tender document and Addenda, if any thereto, with each page signed and stamped shall be attached and placed with the bid to acknowledge the acceptance of the same.

8.2.4. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 5 lacs (Rupees Five lacs only) in the form of an Account Payee DD/pay order issued after the date of publication of NIT from a Nationalized Bank payable at New Delhi in favour of District & Sessions Judge (South), simultaneously within the date and time as prescribed for online submission of bid in the office of Officer In-charge of General Branch, District Court Complex, Saket, New Delhi. Scanned copy of such Pay Order/DD shall also be included in the documents submitted online with the bid. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.2.5. The bid security shall be submitted by hand, under the cover of a letter addressed to the District & Sessions Judge (South), District Court Complex, Saket New Delhi and submitted in the Office of Officer In charge *General Branch*, District Court Complex, (South) Saket New Delhi situated in Room No. 401, Administrative Block, Saket Court Complex, Saket, New Delhi -110 017.

8.2.6. The Bidder shall furnish the details regarding total number of works completed in

preceding three years, which were similar in nature and as in the present contract requiring supply of trained security personnel to provide security services (Watch & Ward) at District Court Complex, Saket, New Delhi.

8.3. Bid Amount:-

8.3.1. Bidder shall quote the rates for the entire contract on a 'single responsibility' basis such that the Tender price covers "Service Provider's" all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the security services (Watch & Ward) at District Court Complex (South). Saket New Delhi. This includes all the liabilities of the Service Provider such as cost of uniform and identity cards of personnel deployed by the Service Provider and all other statutory liabilities and the directions incidental thereto issued by Government Department from time to time (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.).

8.3.2. Bidder shall include the cost of maintenance and repair charges of equipment used by the Service Provider for security services (Watch & Ward). The bidder shall also take into account cost of machinery/equipments/ viz., wireless systems etc required for undertaking the task, assessing the numbers commensurating with the scope of work.

8.3.3. Conditional bids/offers will be liable to be summarily rejected.

8.4. Form of Bid:-

8.4.1. The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is a company/partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of bid shall be witnessed and duly dated. Copies of relevant power of attorney shall be attached.

8.4.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or person(s) duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or person(s) signing the bid.

8.4.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the Principal Employer, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person(s) signing the bid.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under the contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for one year and the Principal Employer reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to.

8.7. Bid Security:-

8.7.1. Any tender not accompanied by bid Security shall be rejected.

8.7.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.3. Bid Security of the successful bidder shall be returned on receipt of Performance Security and after signing the agreement.

8.7.4. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.5. If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Principal Employer,

the bid would be liable to be rejected and the Bid Security shall be forfeited.

9.1 Bid Opening and Evaluation:-

9.1.1. The authorized representatives of the Principal Employer will open the Technical Bids in Committee Room No.1, 4th Floor, Main Building, Saket Court Complex, New Delhi in the presence of the Bidders or of their representatives, who choose to attend at the appointed date and time.

9.1.2 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

9.1.3 Financial bids of only the technically qualified bidders will be opened in Committee Room No.1, 4th Floor, Main Building, Saket Court Complex, New Delhi for evaluation in the presence of qualified bidders, or their representative who choose to attend at the appointed date and time.

9.2. Right to accept any Bid and to reject any or all Bids:-

9.2.1. The Principal Employer 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.

9.2.2. The Principal Employer may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc or had given false information or suppressed material information.

10.1. Award of Contract:-

10.1.1. The Principal Employer will award the contract to the successful evaluated bidder who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding/tender document.

10.1.2. The Principal Employer will publish the name and particulars of the successful bidder on the court website and also communicate to the successful bidder by letter transmitted by Registered/Speed post that his bid has been accepted. This letter (hereafter and in the conditions of contract called "Letter of Offer") shall prescribe the amount which Principal Employer will pay to the Service Provider in consideration of the execution of work/services by the Service Provider as prescribed in the contract.

10.1.3. The successful bidder shall be required to submit a letter of acceptance of the offer and also furnish Performance Security within 15 days of receipt of "Letter of Offer" for an amount of **Rs. 30 lacs** in the form of an Account Payee DD, Fixed Deposit Receipt from a Nationalized Bank, or Bank Guarantee irrevocable and unconditional from a nationalized bank in an acceptable form (Annexure-VI) in favour of District & Sessions Judge (South), Saket New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance Security shall also be extended by the Service Provider accordingly.

10.1.4. The successful bidder will be required to execute a contract in the form specified in Annexure-VII within a period of 30 days from the date of issue of Letter of Offer.

11. TERMS AND CONDITIONS OF CONTRACT

11.0 *Bidder shall ensure the compliance of all the guidelines of the Hon'ble High Court of Delhi in W.P.(C) 7320/2015 titled Birender Sangwan V/s Union of India & Ors including payment through ECS System.*

The Service Provider shall update a dynamic list of all employees engaged on month-to-month basis with relevant bank account details and EPF/ESI numbers maintained by the contractor/service provider.

11.1.

(a) The Service Provider shall operate and provide security personnel to the Principal Employer at the District Court Complex for 7 days a week, round the clock.

(b) The Service Provider shall engage and provide personnel who have attained majority and are physically fit (duly certified by qualified medical practitioner), agile, athletic and

having robust physique ;

(c) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance, as determined by the Principal Employer, from time to time.

(d) The assessment made by the Principal Employer regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide / give the required quality of security services (Watch & Ward) at a given place, premises or the part thereof, shall be final and acceptable to and binding upon the Service Provider and the services shall be provided accordingly.

(e) The Service Provider shall provide the security services (Watch & Ward) by deploying its well-trained and experienced personnel, in such numbers as may be instructed as per the assessment made by the Principal Employer.

(f) If the Principal Employer notices that any personnel(s) of the Service Provider has / have been negligent, careless in rendering the said services, the same shall be communicated to the Service Provider, who shall take corrective steps immediately to avoid recurrence of such incidents and report its action plan to the Principal Employer.

(g) If any of the personnel(s) of the Service Provider indulge in theft, negligence or any illegal / irregular activities, misconduct, the Service Provider shall take appropriate action against its erring personnel and shall accordingly intimate to the Principal Employer.

(h) The Service Provider shall keep liaison with the police / local authorities and Fire Brigade in order to get timely assistance from them in the case of any emergency.

(i) The antecedents of security staff deployed, shall be got verified by the Service Provider from local police / authority and an undertaking and compliance report(s) in this regard shall be submitted to the Office of the District & Sessions Judge (South), Saket Courts Complex, New Delhi.

(j) All the liabilities arising out of the accident or death, while on duty, shall be borne by the Service Provider.

(k) The security staff shall not accept any gratitude or reward in any shape from anyone.

(l) The Service provider shall provide duly trained Security Guards and Security Supervisors from the recognized institutes by the Govt. of NCT of Delhi/Govt. of India in accordance with Private Security Agency (Regulation) Act, 2005 read with Delhi Private Security Agency (Regulation) Rules, 2009 at their own cost and furnish the certificate of the recognized institutes by the Govt. of NCT of Delhi/Govt. of India. It shall also submit an undertaking in this respect.

(m) That in the event of any loss occasioned to the Principal Employer, as result of any lapse/ mischief on the part of the Service Provider, established after an enquiry conducted by the Office of the Principal Employer, such report shall be final and binding on the Service Provider.

(n) The Principal Employer shall have the right, to have any person removed that is considered as undesirable and that the Service Provider also reserves his right to change the staff with prior intimation to the department.

(o) The Service Provider shall be responsible to maintain all property and equipments entrusted to it by the Principal Employer.

(p) The Service Provider will deploy supervisors as per the need of the Principal Employer and such supervisors shall work as per the instructions of Principal Employer.

(q) The personnel engaged by the Service Provider shall be neatly dressed in uniform having proper names badges, failing which a penalty may be imposed upon them and the habitual offenders may be removed. The penalty shall be deducted from the Service Provider's bills.

(r) The personnel engaged shall be extremely courteous with pleasant mannerism and should project an image of utmost disciplined force. In case of any complaint the Principal Employer reserves its right to remove them from there job and to ask for suitable replacement.

11.2. (a) In case any of "Service Provider"'s personnel(s) deployed under the

contract is (are) absent, a penalty equal to double the wages of number of security staff absent on that particular day shall be levied by the Principal Employer and the same shall be deducted from the "Service Provider's" dues.

(b) In case any of "Service Provider"'s personnel deployed under the contract fails to report in time and "Service Provider" is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of "Service Provider"'s personnel, penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from "Service Provider"'s bill. Further the concerned "Service Provider"'s personnel shall be removed from the premises immediately.

11.3. In case the "Service Provider" fails to commence/execute the work as stipulated in the agreement or performs unsatisfactorily or does not meet the statutory requirements as indicated in contract, the Principal Employer reserves the right to impose the penalty as detailed below:-

a. 20% of weekly cost of contract per week, upto four weeks.

b. After four week's delay the Principal Employer may unilaterally rescind the contract and get the job carried out from any other agency. The difference, if any, in the cost will be recovered from the defaulter "Service Provider" and who shall also be liable to be black listed from participating in such type of tender and his earnest money/security deposit shall also stand forfeited.

11.4. If security is not provided up to the satisfaction of the Principal Employer, a penalty by way of deduction from monthly bill up to Rs 10,000/- per day may be imposed within the discretion of Principal Employer.

11.5. The "Service Provider" shall ensure that 164 personnel to be deputed for the awarded work are always subjected to constant control & supervision (including by surprise checks) by trained supervisory staff, deputed by "Service Provider".

11.6. The Principal Employer reserves the right to cancel or reject all or any of the tender without assigning any reason.

11.7. Every employee so engaged by the "Service Provider" shall wear uniform and a badge bearing his/her name, while on duty. The said uniform and badge shall be provided by the "Service Provider" at his own cost.

11.7.1 Every employee so engaged by the "Service Provider" shall use bio-metric card for the purposes of attendance. The bio-metric card shall be provided by the "Service Provider" at his own cost.

11.8. The staff engaged by the "Service Provider" shall be available all the time as per their duty roster and they shall not leave their area of duty without the prior permission of the authorized officer of the Principal Employer. Adequate supervision will be provided by "Service Provider" to ensure proper performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the "Service Provider" deployed, the supervisory staff will move in their areas of responsibility.

11.9. The "Service Provider" shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information has been given.

11.10. The "Service Provider" shall be similarly under an obligation to replace the machinery/equipments in case of defects/disrepair.

11.11. The "Service Provider" shall abide by and comply with the statutory requirements of labour laws including Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, ESI, EPF Act etc. and the directions incidental thereto issued by Government Department from time to time with regard to the personnel engaged by him for providing security services. It will be the responsibility of the "Service

Provider" to furnish details and particulars of manpower deployed by him to the Principal Employer and to the Labour department and keep it updated incorporating changes, if any, from time to time.

11.12. The Principal Employer shall have the right to ask for the removal of any person of the "Service Provider", who is not found to be competent or orderly in the discharge of his duty.

11.13. The personnel deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with ailing, aged, infirm female staff/visitors and should project an image of utmost discipline. The Principal Employer shall have the right to have any personnel removed in case of litigant/advocate/staff/visitor complains of misbehavior as decided by representative of the Principal Employer if the person is not performing the job satisfactorily or otherwise. The "Service Provider" shall have to arrange the suitable replacement in all such cases.

11.14. The "Service Provider" shall not engage any sub-"Service Provider" or transfer the contract to any other person in any manner.

11.15. The antecedents of staff deployed including temporary or substitute shall be got verified by the "Service Provider" from local police authority and an undertaking in this regard shall be submitted to the Principal Employer who may call for compliance reports from the "Service Provider".

11.16. The "Service Provider" will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official (s) of the Principal Employer. While raising the bill, copy of the deployment particulars of the personnel engaged during each month, must be submitted. The "Service Provider" shall give a certificate regarding payment of wages to each personnel whose services are utilized as per rules and laws in force, before receiving the payment for the period beginning with Second month for each succeeding month.

11.17. All liabilities arising out of injury or death of personnel suffered accidentally or otherwise deployed by "Service Provider" while on duty shall be borne by the "Service Provider".

11.18. The "Service Provider" shall be responsible to properly maintain all property and equipment of the Principal Employer entrusted to it. Any damage or loss caused by "Service Provider's" personnel to the Principal Employer, in whatever shape or manner, would be liable to be recovered from the "Service Provider" by deduction from monthly bill.

11.19. The "Service Provider" and its staff shall take all necessary precautions to preclude from loss, destruction, waste or misuse the areas of responsibility given to them by the Principal Employer and shall not knowingly lend to any person or company any of the effects of the Principal Employer under its control.

11.20. The security staff engaged by the "Service Provider" shall not accept any gratification or reward in any shape except whatever is lawfully due to him by the "Service Provider".

11.21. The payment of dues by Principal Employer to "Service Provider" would be made at the end of each succeeding English Calendar month based on the actual number of the personnel supplied by the "Service Provider" and upon submission of the documentary proof attested by the authorized representative of "Service Provider" and verified by the authorized representative of Principal Employer. No other claim on whatever account shall be entertained by the Principal Employer.

11.22. In the event of any loss occasioned to the Principal Employer, as a result of any lapse on the part of the "Service Provider", the said loss shall be liable to be made good by deduction from the dues of the "Service Provider".

11.23. The "Service Provider" shall ensure that its personnel shall not at any time, without the consent in writing of the Principal Employer divulge or make known any information, accounts matter or transaction undertaken or handled by the Principal Employer.

11.24. Any liability including all expenses/fines arising out of any litigation including those in consumer courts due to any act of omission or commission on the part of

"Service Provider"'s personnel shall be borne by the "Service Provider".

11.25. Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be in the nature of civil disturbance, riots, tempest, Act of God etc. which may prevent either party to discharge the 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 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.

11.26. If the "Service Provider" is a joint venture / consortium / group / partnership / company of two or more persons, each of them shall be jointly and severally liable to the Principal Employer for the fulfillment of the terms of the contract. Such person shall designate one of them to act as leader with authority to sign. The composition of joint venture / consortium / group / partnership/company shall not be altered without the approval of the Principal Employer.

11.27. Each of such personnel shall abide by discipline and security measures enforced by Principal Employer including prohibition against photography.

11.28. The decision of the Principal Employer about levy of fine/penalty or recovery of any amount from the "Service Provider" shall be final and binding.

11.29. The "Service Provider" shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The "Service Provider" shall submit copies of acknowledgments evidencing filing of periodical returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the "Service Provider" in respect thereof.

11.30. The Principal Employer will deduct from the dues of the "Service Provider" Income Tax at source under Income Tax Act at the prevailing rates.

11.30.1 Bidder shall ensure the compliance as mentioned in the Circular No. F.1(9)/Fin(Misc.)/Exp.V/2015/DSV/839 dated 09.08.2016 received from the Govt. of NCT of Delhi whereby a Cabinet decision was taken for timely disbursement of wages.

11.31. Interpretation of the Contract

If any dispute arises regarding interpretation of the terms of the contract, the decision of District and Sessions Judge (South) in such regard shall prevail and be binding.

11.32. Dispute Resolution:-

(a) Any dispute and/ or difference arising out of or relating to this contract shall be referred for adjudication to a sole Arbitrator to be appointed by the District & Sessions Judge (South), Saket Court Complex, New Delhi.

(b) The award of the sole Arbitrator so appointed shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceeding and currency of the contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment for the service availed shall continue to be made in terms of the contract. Arbitration proceedings will be held at New Delhi only.

11.33. JURISDICTION OF COURT:-

The courts at New Delhi shall have the exclusive jurisdiction to try matters, if any, arising out of the contract between the parties.

**Officer In-Charge (General Branch)
District Court Complex, Saket,
New Delhi**

OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH), DISTRICT COURT
 COMPLEX, SAKET, NEW DELHI-110017
 TENDER FORM FOR PROVIDING OF SECURITY PERSONNEL FOR
 SECURITY SERVICES (WATCH & WARD).

Affix duly Attested P.P. Size recent colour Photograph of the bidder/ Authorized Representative
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1. Tender I.D. _____
2. Please specify as to whether bidder is individual/
 company/firm/joint venture/consortium/sole
 proprietary _____
3. Name, address of Bidder and Telephone numbers. _____

4. If the bidder is other than an individual or sole proprietary
 firm, names of all Directors/partners, with their addresses and
 telephone numbers. _____
5. Name, Designation, Address and Telephone No. of authorized signatory _____
6. Registration No. of the Bidder _____
7. Service Tax Registration No _____
8. Provident Fund Account No. _____
9. ESI Number _____
10. License number under _____
 Contract Labour (Regulation & Abolition) Act, 1970 if any.
11. PAN No. issued by Income Tax Department _____
12. Declaration of Turnover of previous three Financial Years

13. Description of similar works undertaken with in preceding three year (**Please** specify the
 department which has awarded the work, cost of the work and period for which
 undertaken) _____

14. Details of ISO Certifications: _____
15. Details of Earnest Money Deposit (EMD)
 - (a) Amount : Rs _____ (in figures)
 _____ (Rupees in words also)
 - (b) DD No. _____ in favour of DISTRICT & SESSIONS JUDGE
 (SOUTH) DISTRICT COURT COMPLEX, SAKET Payable at New Delhi.
 - (c) Date of issue: _____
 - (d) Name of issuing Bank: _____
16. Any other information: _____

(Signature of the bidder)
 Name and Address **with seal**

Declaration:

- i) This is to certify that I/We before signing this tender have read and fully
 understood all the terms and conditions contained in the NIT and undertake
 myself/ourselves to abide by the same.
- ii) This is to certify that the information given herein above is true/correct and
 nothing material has been concealed & withheld therefrom.

(Signature of the bidder)
 Name and Address with seal

List of Documents attached

OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH),
SAKET COURT COMPLEX, NEW DELHI.
SCOPE OF WORK

The Service Provider shall provide the security services (Watch & Ward) in the District Court Complex, Saket, New Delhi. Without prejudice to the generality of the above, the duties and responsibilities of the staff provided by the Service Provider shall include the following:-

1. To provide security services (Watch & Ward) to the entire complex viz., the court building, lawyers block, Utility block, residential complex and open areas.
2. To frisk or help police officials in frisking the litigants, lawyers, staff and general public entering into the court premises.
3. To help the police staff in checking vehicles entering the court complex.
4. To respond to emergencies including fire and to assist in serious emergencies by guiding emergency responders to the scene of the incident, helping to redirect foot traffic to safe locations, participating in rescue operations etc.,
5. To be vigilant, observe, detect, deter, monitor and report any incident having bearing on security, immediately to court administration and Delhi Police.
6. To open and close of the gates / rooms (outer periphery wall, entry / out gates of main court building, court rooms), toilets, basements and all other areas.
7. To take all precautions so as to preserve from loss, destruction, waste or misuse of the area of responsibility.
8. To be responsible and maintain all property and equipment of the department.
9. To develop and implement preventive measures against accident, theft, pilferage and all other crimes in consultation with the police and court administration.
10. To deploy security personnel and supervise them effectively to ensure that they perform their duties properly at all times and remain polite and courteous but firm in dealing with public at large.
11. To assist the administration in dealing with situations arising out of disaster, man-made or natural.
12. To coordinate with local police, fire service and nearest hospitals and civil administration.

MINIMAL NECESSARY EQUIPMENTS TO BE PROVIDED BY SECURITY AGENCY

Equipments for security Officer / Supervisors

1. Flash Lights
2. Walkie-talkie and mobile phone connectivity
3. First Aid Kits
4. Whistles.
5. Gloves & masks
6. Digital Cameras.
7. Rain Coats
8. Binoculars with night vision
9. Good quality security supervisor uniform.

Equipments for Security Guards :-

1. Torch lights
2. Batons.
3. Whistles.
4. Walkie-talkie
5. Gloves for checking and frisking purposes.
6. HHMD (Hand Held Metal Detector) – for guards deployed for frisking.
7. Good quality security guard uniform.

OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH),
DISTRICT COURT COMPLEX, SAKET, NEW DELHI.

(A) Details of Area to provide Watch and Ward services

Main Court Building (Including Administrative Block)

Lower Basement Floor to 7th Floor with Terrace above

S.No.	Details of Identified area to be secured	No. of guards required
I)	COURT BUILDING	
a)	Basement L-1	8
b)	Basement L-2	8
c)	Ground Floor	23
d)	First Floor	10
e)	Second Floor	8
f)	Third Floor	8
g)	Fourth Floor	10
h)	Fifth Floor	6
l)	Sixth Floor	6
j)	Seventh Floor	8
	TOTAL	95
II)	LAWYER'S BLOCK	
a)	Basement L-1	4
b)	Basement L-2	4
c)	Ground Floor	12
	TOTAL	20
III)	UTILITY BLOCK	7
IV)	RESIDENTIAL BLOCK	6
V)	OUTER BOUNDARY	28
	GRAND TOTAL	156

B) Manpower required

Supervisors (Skilled)	8
Security Guards (Semi-skilled)	156

UNDERTAKING
(ON A STAMP PAPER OF Rs. 100/-)

Tender ID _____

To

The District & Sessions Judge (South)
District Court Complex, Saket,
New Delhi

Name of the Bidder _____

Sir,

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 to abide by the said terms and conditions.
3. I/We hereby confirm that we are compliant of all statutory requirements including viz the requirements of labour laws including Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, ESI, EPF Act etc. and the directions incidental thereto issued by Government Department from time to time with regard to the personnel engaged by us for security services and I/We undertake the responsibility to furnish details and particulars of manpower deployed by us to the Principal Employer and to the Labour department and keep it updated incorporating changes, if any, from time to time and also undertake to keep the Principal Employer indemnified against any violations.
4. I/We shall provide trained and experienced supervisors and guards for effective security in the complex.
5. I/We do hereby undertake to indemnify the Principal Employer and make good any loss on account of theft, pilferage, damage or cost incurred on account of commission or omission on the part of security staff deployed or there injuring or damaging any property or individual.

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No.

OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH)
DISTRICT COURT COMPLEX, SAKET , NEW DELHI.
CHECK-LIST FOR TECHNICAL BID FOR SECURITY SERVICES (WATCH & WARD)

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest Money Depositor (EMD) of Rs ____ lacs in the form of DD issued by any scheduled nationalized bank in favour of District & Session Judge (South).	
2.	One self-attested recent passport size colour photograph of the Authorized person of the Bidder, with name, designation, address and office telephone numbers.	
3	If the bidder is a partnership firm/joint venture/company/ or consortium name designation, address and office telephone numbers of all the Directors/Partners members of consortium also.	
4	Undertaking on a Stamp paper of Rs 100/- (Rupees one hundred only) as per format prescribed in Annexure- IV).	
5	Copies of ISO Certificates	
6	Self-attested copy of PAN issued by the Income Tax Department.	
7	Self attested copy of Service Tax Registration No.	
8	Self attested copy of valid registration number of the Firm/Company/Joint Venture/Consortium.	
9	Self attested copy of valid Provident Fund registration number	
10	Self attested copy of valid ESI Registration No.	
11	Self attested copy of valid Licence No. under Contract Labour (Regulation & Abolition) Act 1970	
12	Documents in support of eligibility claimed in terms of clause 3.2of NIT	
13	Documents in support of eligibility claimed in terms of clause 3.3 of NIT	
14	Self attested list of tentative quantity & description of equipments to be used.	
15	Any other documents, if any.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(Refer Clause 10.1.4 of the NIT)
(To be stamped in accordance with Stamp Act)

1. THIS DEED of guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called "the Bank") of the one part and the District and Sessions Judge, South District, Saket Courts Complex, New Delhi (hereinafter called "the Principal Employer") of the other part.

2. WHEREAS the Principal Employer has awarded contract for security services (Watch & Ward) for Rs. _____ (_____) to M/s _____ (Name of the Service Provider) (hereinafter called "the Service Provider").

3. AND WHEREAS the Service Provider is bound by the said Contract to submit to the Principal Employer a Performance Security for a total amount of Rs. ____ lacs (_____ lac only).

4. NOW, We the Undersigned _____ (name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Principal Employer the full amount of Rs. _____ lacs. _____ (Amount in figures and words) as stated above.

5. After the Service Provider has signed the aforementioned contract with the Principal Employer, the Bank is obliged to pay to the Principal Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Principal Employer to indemnify the Principal Employer for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts it may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Principal Employer immediately on demand without delay and without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider. The Bank shall pay to the Principal Employer any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrators relating thereto and the liability under this guarantee shall be absolute, unequivocal, unconditional and irrevocable.

6. THIS GUARANTEE is valid for a period of 14 months from the date of signing.

7. At any time during the period in which this Guarantee is still valid, if the Principal Employer agrees to grant extension to the Service Provider or if the Service Provider fails to discharge its liability or damages or debts as stated under para-5 above, during the extended

period it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Principal Employer and at the cost of the Service Provider.

8. The Guarantee hereinbefore contained shall not be affected by any change in constitution of the Bank or of the Service Provider.

9. The neglect or forbearance of the Principal Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Principal Employer for the payment hereof shall in no way relieve the Bank of its liability under this deed.

10. The expressions “the Principal Employer”, “the Bank” and “the Service Provider” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of

The _____ Bank

Signature of authorized Bank official

Name _____

Designation _____

I.D.No. _____

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

OFFICE OF THE DISTRICT & SESSIONS JUDGE (SOUTH)
DISTRICT COURT COMPLEX, SAKET, NEW DELHI.
FORM OF AGREEMENT

THIS AGREEMENT is made on the _____(day)_____ (Month)_____ (Year)
Between the District and Sessions Judge (South), District Court Complex, Saket New Delhi
(hereinafter called “The Principal Employer”) through its authorized representative namely
Sh. _____ , which expression shall, unless excluded by or repugnant to the
context, be deemed to include its successor in office and assigns of the one part
AND _____ (Name and address of the Service Provider) (hereinafter called
“The Service Provider”) through Shri _____, the authorized representative,
which expression shall, unless excluded by or repugnant to the context, be deemed to include
its/their heirs, successors, executors, administrators, representatives and assigns of the other
part, under which the Service Provider shall provide uniformed and trained personnel and
will use its best endeavors to provide security services to the District Court Complex Saket,
New Delhi by deploying its security personnel.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meaning 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 & construed as part of this Agreement, viz:
 - (a) Tender form for providing security (Watch & ward) Services ;
 - (b) Scope of Work;
 - (c) Details of area to provide watch & ward service and manpower required ;
 - (d) Undertaking;
 - (e) Detailed Notice Inviting Tender which includes inter-alia, the terms & conditions of the contract;
 - (f) Addendum's, if any;
 - (g) Letter communicating offer of contract;
 - (h) Letter of acceptance of award of contract;
 - (i) Bank Guarantee ;
 - (j) Any other documents forming part of the contract;
3. In consideration of the payments to be made by the Principal Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Principal Employer to execute and provide security services w.e.f. **01.04.2017** as per the provisions of this Agreement and the tender documents.

4. The Principal Employer hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____
 _____(_____) being the sum stated in the letter of offer of contract subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the time and in the manner prescribed by the contract. IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written for and on behalf of the Service Provider and for and on behalf of the District & Sessions Judge (South), District Court Complex, Saket New Delhi

Signature of authorized representative of District and Sessions Judge (South), District Court Complex, Saket, New Delhi with Stamp/Seal

Signature of authorized representative of Service Provider with Stamp/Seal

Name

Name

Designation

Designation

1. Witness
 Name _____
 Address _____

 Telephone No. _____

1. Witness
 Name _____
 Address _____

 Telephone No. _____

2. Witness
 Name _____
 Address _____

 Telephone No. _____

2. Witness
 Name _____
 Address _____

 Telephone No. _____