

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

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

Dated : 23.08.2021

Last date for Submission of Tender: 14th September, 2021 upto 3:00 P.M.

at Counter No. 17(R&I)

For any query, please contact at Counter No. 41

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 as per enclosed **Annexures 'A', 'B' & 'C'** 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.

Interested parties, if they so desire, may contact the Branch Officer, Admn. Materials Branch telephonically at 011-23115864 or personally visit at Reception Counter No. 41 on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays, Sundays & Holidays) to assess the requirement of Security Personnel and points where they are to be deputed and submit their detailed tender.

A. TENDER

1. Two separate sealed envelopes should be used for submitting the tender (a) 'Bid Security Declaration/Bid Security (EMD) Exemption Certificate 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' and (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'.
2. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelope. Every page must be signed and stamped by the authorized official of the quoting firm, failing which, it is liable to be rejected.

3. The tender may be sent by post sufficiently early so as to reach the Registry within stipulated time or may be delivered personally to R & I, Counter No.17. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the said Messenger.
4. 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. Such rate quoted should consist of two components - one a variable component of Minimum wages 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. _____". The 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. Tender which does not show rate as above is liable to be rejected.
5. The tenderers are expected to examine all the instructions, Proformas' 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 tenderers' risk and may result in 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 is declared as holiday, 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 tender along with **Bid Security Declaration Form on their companies' letter head as per Annexure 'C'** in lieu of Earnest Money Deposit. If the firm is already exempted from depositing the EMD, a Certificate to this effect has to be submitted along with the tender document.
9. 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.

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, the Earnest Money deposited by him shall stand forfeited.
11. The Registry will deal with the tenderer directly and no middle-men/agents/commission agents etc., should be asked by the tenderer to represent their cause and they will not be entertained by the Registry.
12. The tenderer shall not quote rates less than the Minimum wages as prescribed by applicable laws on a given date.
13. The Registry reserves 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.
14. The tenderer shall quote rates both in figures and words and furnish details about his present business, permanent address, past experience in the field of providing Security Services, 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.
15. 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.
16. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Earnest Money Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.
17. 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.
18. The entire building including the compound shall be placed under security by the Registry.
19. 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.

20. The tenderers shall give an undertaking (**as per Annexure -'B'**) that the Firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/Public Sector Units/Autonomous Bodies have not been banned/terminated on the account of poor performance.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

21. The successful tenderer shall have to deposit the Performance Security @ 3% of the total amount of the Contract value by way of Demand Draft or Bank Guarantee drawn in the favour of 'The Registrar (Admn.), Supreme Court of India' within one week from the date of receiving the work order which will be refunded after 60 days from the date of successful completion of contract or payment of the last bill whichever is later.
22. The successful tenderer will have to enter into an Agreement within one week from the date of receipt of Work-Order.
23. The successful tenderer on receipt of Work-Order 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.
24. Each Security Guard should work for 08 hrs. per day.
25. 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 Guards at Reception office without prior written intimation to the 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 the Registry, in its discretion.
26. 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 Registry and shall also fulfill all its obligations under the various Labour Laws. Payment of Provident Fund, ESI, DA, Leave etc. of the Security Personnel wherever applicable, will be made by the security agency.
27. 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 Registry against any claims from the guards for which, the Security Agency will be solely responsible.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. The security agency shall be responsible for any theft, pilferage etc. in the premises.
34. The guards shall take prompt action and render assistance to the fire fighting forces in the event of a fire mishap.
35. The security agency shall be bound to provide additional Supervisors or Security Guards as and when required by the Registry.
36. 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, whose decision shall be final and binding on the party.
37. There shall be no contractual or other relationship between the employees of the security agency and the Registry.

38. 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.
39. The security agency shall issue Identity Cards to the guards duly certified by the Registry for the purpose of their identification.
40. The Registry reserves the right to accept or reject any or all tenders in its discretion without assigning any reasons therefor.
41. The Registry shall have the discretion to withdraw the contract at any time without any notice and without assigning any reason therefor.
42. 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.
43. The contract shall be subject to such other terms, conditions, and instructions as may be issued by the Registry from time to time.
44. 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.
45. 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. The firm shall be responsible for any injury or accident to the person deployed by them for performing the job.
46. 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).
47. The payment of the bills will be made by Admn. General Branch only after receiving of satisfactory reports from Additional Registrar (Security)/ Assistant Registrar (Caretaking).

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D. PENALTIES

48. 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 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.
49. 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) and Assistant Registrar (Caretaking).

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in two separate envelopes superscribing (a) **“BID SECURITY DECLARATION/ BID SECURITY (EMD) EXEMPTION CERTIFICATE”** 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 DOCUMENTS** 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” respectively addressed by name to the undersigned at Registry’s R & I Counter No. 17 on or before 14.09.2021 upto 3.00 P.M. which will be opened at 3.30 P.M. at the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tender received after due date and/or time and/or without 'Bid Security Declaration/Bid Security (EMD) Exemption Certificate (if they are exempted from depositing earnest money) shall not be entertained. In the first instance, envelopes containing 'Bid Security

Declaration/Bid Security (EMD) Exemption Certificate will be opened and thereafter the envelopes containing tender documents will be opened.

Sd/-

(Anil Kumar Sharma)
Additional Registrar (AM)

Encls.: Annexures-'A', 'B' & 'C'

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

F.No.1014/NLC/18/SCI(AM)
Dated : 23.08.2021

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. E.S.I. Registration No. (attach Proof) :
8. PF Registration No. (attach Proof) :
9. Turnover of the last three years in this field with proof of the same :

2018-19	2019-20	2020-21

10. Rates:

S.No.	Description	Rates		Taxes (as applicable)
		Rate in Figures	Rate in Words	
1	Rate for One Supervisor (per day per head for 08 hrs. duty)	Minimum Wage + Rs.	Minimum Wage + Rs.	
2	Rate for One Security Guard (per day per head for 08 hrs. duty)	Minimum Wage + Rs.	Minimum Wage + Rs.	

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

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)

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:

BID SECURITY DECLARATION
IN LIEU OF EARNEST MONEY DEPOSIT (EMD)
(On Bidder's Letter Head)

I/We, the authorized signatory of M/s. participating in the subject Tender No....
..... dated, for the item/job of, do hereby declare:

- (i) That I/we have availed the benefit of waiver of EMD while submitting the offer against the subject Tender and no EMD is being deposited for the said tender.

- (ii) That in the event I/we withdraw/modify our Bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit the required Performance Security within the given timeline or I/we commit any breach of Tender Conditions/Contract which attracts penal action in that event I/we shall stand suspended from being eligible for bidding/award of all future contract(s) of Supreme Court of India for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of Bidder

Date: _____ Name of the Authorized Signatory.....