

Tender Sr. No. ILI/Security/05/2018

TENDER DOCUMENT
FOR
PROVIDING SECURITY SERVICES

In



THE INDIAN LAW INSTITUTE
Bhagwan Das Road, New Delhi – 110 001

This Tender Document Contains **19**

Note: Draft of 1,000/- be attached if Tender Document is downloaded from the website in addition to the Earnest Money Deposit (EMD).

THE INDIAN LAW INSTITUTE

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TENDER NOTICE No. ILI/Security/05/2018

I. IMPORTANT INFORMATION RELATED TO TENDER

1	Purpose of RFP	Engagement of Agency for providing Security Services.
2	Date Of issue	06-08-2018
3	Earnest Money Deposit (EMD)	10,000/-
4	Last Date for Submission	31-08-2018 1500 hrs
5	Bid Validity	90 days
6	Address for Submission	THE REGISTRAR The Indian Law Institute Opp. Supreme Court of India Bhagwan Das Road , New Delhi-110 001
7	Date of Opening of Technical bid	06-09-2018 1500 hrs
8	Date of Opening of Financial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail/mobile.
9	Contact for any queries	011-23387526 or admin@ili.ac.in

THE INDIAN LAW INSTITUTE

TENDER NOTICE No. ILI/Security/05/2018

Tender Documents for Providing Security Services in Indian Law Institute Campus

II. ELIGIBILITY CONDITIONS

- 1.1 All security agencies who are providing similar kind of services for at least last 10 consecutive years and having annual average turnover of Rs.50,00,000 (value of the contract) per annum during the last three financial years immediately preceding 31st March 2018.
- 1.2 The bidder should have the experience of completion of similar works in any of the Institutes/Autonomous Institutions/Universities/Public Sector Undertakings of the government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities/others
2. Qualification of the Bidders: -
 - 2.1 To qualify for award of the contract, each Tenderer in its name should have minimum of **Ten** years of experience in **State/ Central/ Government Undertakings** having experience of providing Security of minimum 50 employees during the preceding **FIVE** years viz. 2013-14 to 2017-18. and during the current financial year 2018-19. **Experience of supply of personnel towards House-keeping, Landscaping is not considered.** Certificate of total manpower (security guards including supervisors) employed by the agency as on 30th June 2018 must be certified by the Chartered Accountant
 - 2.2 The turnover of the agency towards Supply of man power shall not be less than Rs.50. lacs (average) and shall demonstrate proof of experience of Supply of man power for Security Services for the preceding five years viz. 2012-13 to 2017-18. A certificate in original from a Chartered Accountant on the turn over for Supply of man power for the reference years should be submitted.
 - 2.3 Copies of experience certificates, copies of work orders and completion certificates should be submitted as supporting documents along with the tender. Work orders alone cannot be considered as proof of experience.
 - 2.4 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
 - 2.5
 - a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/partnership.
 - (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

- (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.
- 2.6 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 2.7 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No, ESI, EPF, GST Number.
- 2.8 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 2.9 Each Bidder (each member in the case of partnership firm/joint venture/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 Indian Law Institute subsequently finds to the contrary, the Indian Law Institute 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.
- 2.10 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 action will result in the rejection of bid, in addition to other punitive measures.
- 2.11 **Document to be furnished along with the Bid Document:**
1. Valid registration certificate of Firm or agency under relevant act.
 2. Valid registration with ESI and latest copy of the Challans deposited.
 3. Valid registration with EPF and latest copy of the Challans deposited.
 4. Electronic Challan cum Returns (ECR).
 5. Registered with Labour Dept., under relevant category.
 6. EMD drawn for Rs10,000/- in favour of the Indian Law Institute payable at New Delhi in the form of Demand Draft from Nationalized / Scheduled Banks
 7. Latest Income Tax Saral form / Returns filed. The agency should be Income Tax payee for minimum five years
 8. List of Present Clientele with contact address & telephone numbers
 9. Goods and Service Tax Registration Certificate.
 10. The bidders should produce experience certificates of providing Security of minimum 50 employees in the similar category / categories in preceding five years viz. 2012-13 to 2017-18.
 11. The bidders shall furnish the information with regard to the existing commitments with proofs such as work orders, agreements etc.,
 12. The bidders should produce MOA, Articles of Association (in case of Company), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
 13. ***An undertaking (self-certificate) that the agency hasn't been blacklisted (Annexure-I)***
 14. The tenderer must have a branch office/ head office at New Delhi/ Delhi.

15. The tenderer must remit the EPF & ESI and other taxes to the Institutes concerned. The latest challans towards remittance of EPF & ESI shall be uploaded/ submitted.
16. The Tenderer without the qualifications as mentioned in the tender document shall be summarily rejected. Tenders incomplete in any form are liable to be rejected out rightly.
17. Tender is liable to be rejected without EMD.
18. Every page of Tender document shall be signed by the Tenderer.
19. In case any person signs the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the company/firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.

III. SUBMISSION & OPENING OF TENDERS:

1. Tender should be submitted on specified format supplied by Indian Law Institute (Technical Bids format and Financial Bid Format) or downloaded from Indian Law Institute website along-with Account Payee Demand draft of any nationalised scheduled bank amounting to **10,000/- (Ten Thousand only)** with validity of not less than 3 months beyond the validity period of tender, drawn in favour of “Indian Law Institute” towards E.M.D. In case the downloaded Tender Document is submitted an additional demand draft (separate) of **1000/-** towards tender fee will be required to be attached.
2. Tender fee 1000/- shall not be refunded in any case.
3. The E.M.D of Tenderer will be returned after finalisation of the contract. No interest shall be paid on the EMD. In case of successful tender, amount paid as EMD will be adjusted towards performance security deposit and this amount will not carry any interest.
4. **Both the Technical Bid & Financial Bid should be placed in separate sealed envelopes and both sealed in bigger envelope superscribing “Tender for Security Services”. EMD should be with Technical Bid.**
5. Technical Bid will be **opened on 06.09.2018 at 3.00 pm** in the seminar hall of the Indian Law Institute in presence of Tenderer if any and for opening of Financial Bid date, time, and venue will be conveyed to technically qualified tendered by post/ telephonically.
6. The Registrar, Indian Law Institute will have full authority to reject any /all offers without assigning any reasons. Any enquiry after submission of the tender will not be entertained.
7. Before submitting the tender, the tenderer must ensure that they strictly fulfil all the eligibility conditions to avoid rejection of their tender.
8. The Agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender. No enquiry, verbal or written shall be entertained in respect of acceptance and rejection of the tender.

9. Tender should be dropped in the box kept in room no 1 of the Indian Law Institute, New Delhi between 10.00 am to 5.00 pm. No tender will be accepted after expiry of last date mentioned in this document.
10. Tenderers are advised to carry out survey of the Indian Law Institute campus, before quoting so as to fully acquaint themselves of the conditions on ground.
11. The security deposit will be refunded on the completion of the contract period without any interest payable on it.

IV. Evaluation:

1. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
2. Conditional bids will also be summarily rejected.
3. Subsequently, the Tender Accepting Authority / Tender Evaluation Committee will evaluate and compare the price bids of all the qualified Tenderers.
4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
5. **In the Financial Bids, if the service charges per person quoted ZERO of the minimum wages, the quotation will be rejected out rightly.**
6. If it is found that more than one technically qualified tenderers have quoted the same rate, in such case, bidder will be selected on basis of their annual turnover. Coincidentally, if the turnover is also the same, then bidder will be selected based on higher number of work experience.
7. Negotiations at any level are strictly prohibited.

V. LIABILITIES OF AGENCY

1. The Agency shall compensate in full the loss sustained by the Institute from time to time on account of any theft, burglary and tampering with the locks of the premises. The amount of loss to be compensated shall be determined by the Institute and the same shall be binding on the Agency. In addition to this, Agency shall also be liable to pay penalty, in each case, as per clause XVI.
2. The agency shall be responsible for any loss of office equipment (including integral parts & consumable therein), Fixtures and Articles installed on the site. All losses suffered by the Institute on this account shall be compensated in full by the Agency. The Agency can suggest any practical proposal to have an effective vigilance/surveillance to check pilferage. They will be considered on merit by the Institute and acceded to if deemed fit. The decision of Institute shall be binding on the Agency.
3. The eligibility criteria for various categories of security personnel are as under.

- (a) The personnel deployed must be medically fit and physically fit for the job and free from any contagious disease.
- (b) Educational Qualification & Experience for Security Guards/Supervisor: -

Description	Security Guard/Supervisor (Civilian)
Age	Not below the age of 21 years but not more than 55 years
Height	Minimum 5' 2"
Educational Qualification	Matric
Experience	Minimum 3 Years
Character	Good

4. A complete list of the watch and ward personnel to be engaged by the Agency for deployment at the site, shall be furnished by the Agency along with complete address and other antecedents after acceptance of tender. The agency shall deploy only those whose antecedents have been got verified by the Delhi Police. No wages shall be payable in respect of such watch and ward personnel in whose cases documentary evidences are not submitted by the Agency to the Institute.
5. The agency shall have to submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the watch and ward personnel deployed to the Institute or Authorised officers of the Institute, failure to do so will result in non-payment for the day/days for which the duty charts/attendance sheet is not furnished.
6. The Agency shall not replace the Watch and ward personnel at random his shall be done with prior approval of the officers in charge and full particulars of the watch and ward personnel shall be given to officer in charge. In case any of the watch and ward personnel is found to be posted without the previous knowledge of the Institute, then the Institute shall not be liable to pay for such watch and ward personnel deployed.
7. The Agency shall be liable to make substitute arrangement in case of the absence of the watch and ward personnel. Similarly, the Agency shall have to take substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. The agency shall man all the watch and ward personnel check posts and other locations as specified by Institute on all days of the week. No Short leave or meal relief shall be permitted to the watch and ward personnel unless the Agency provides suitable substitute without any extra payment. The agency has to keep sufficient number of leave reserve.
8. The agency shall ensure that at no time, any watch and ward point is left unnamed. A register shall be maintained by the Agency at every gate where round the clock duty is performed.
9. The institute shall arrange to provide lock/seal for stores, godowns and offices etc to the satisfactions of the Agency, wherever possible.
10. The institute shall be authorised to fix timing of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Agency without the prior consent of the Institute.

11. The agency shall arrange to dress all on duty watch and ward personnel smartly and neatly on security forces pattern according to season i.e summer uniform during summer and winter uniform during winter and a badge bearing his name and designation. The dress shall be of uniform colour and design. The agency has to also ensure good behaviour of watch and ward personnel with officials of Institute and visitors to the site. They shall abstain from taking part in any staff union and association activities.
12. The watch and ward personnel should ensure that the entry of visitors (Pedestrians, Scooterist, Motor Cyclist or Motorist) be allowed only after recording in the register at the entrance to check entry of any vehicles should be regulated as per the directions of the officers concerned, of the Institute.
13. If any ward and watch staff is found absent from the place of duty the Institute will deduct double of the amount which is payable for the duty.
14. The quality and discipline of watch and ward personnel should be ensured regularly (daily, weekly, fortnightly or monthly). Daily reports will be prepared by the Agency and the same should be submitted to the Institute. Appropriate records in reference to above shall be maintained by the Agency at its own cost.
15. The Institute for the maintenance of Records will provide no stationary and other allied items.
16. In case additional security guards are required on specific occasions, the agency shall claim extra payment for the additional guards deployed as approved by the Institute.
17. The agency shall also provide following items/articles at its own cost:
 - (a) Torches and cells to the watch and ward personnel on night duty.
 - (b) Duty charts at specified locations for inspection
 - (c) Raincoats to their watch and ward personnel for rainy season
 - (d) Stationary & allied items for the keeping of records.
 - (e) Uniforms for the personnel on Duty according to season.
 - (f) Bent Rod (Lathi) to Guards.
18. The agency will ensure the presence of its entire personnel in their full strength on all working days, and reduced numbers on such other days as may be required and notified from time to time. If personnel of the Agency are on leave/absent, the Agency will be duty bound to provide alternate arrangement with equally trained and qualified personnel without fail. No person shall make himself unavailable without alternative arrangements having been made and due notice given to the Institute.
19. The bidder(s) shall declare in writing that neither he/ she nor his /her any family member is an employee of the Institute. He/she shall also declare that none of his/her relatives is an employee of the Institute.
20. Duty hours (for all ranks) on all the seven days of the week

S.No	Shifts	Timing	No of person required
i.	First Shift	07.00 am to 03.30 pm	4 person

ii.	Second Shift	03.30 pm to 11.00 pm	4 person
iii.	Third Shift (night)	11.00 pm to 07.30 am	2 person
iv.	General Shift	09.00 am to 05.30 pm	2 person

For posts manned in one shift

General Shift-9.00 am to 5.30 pm (with 00.30 minutes staggered lunch break with appropriate arrangement to be made by the agency)

(Duty timing can be determined by the Institute as per requirement and necessity)

Note: The Guards will hand over the charge to the next guard before leaving the duty.

VI. DUTIES AND RESPONSIBILITIES OF WATCH AND WARD PERSONNEL

- a) The respective Watch and Ward Supervisor will be responsible for overall Watch and Ward arrangements of the Institute.
- b) The Supervisor will ensure that all the instructions of the Institute are strictly followed and there is no lapse of any kind.
- c) Requirement of posting of watch and ward supervisors/ guards will be reviewed and monitored by the Institute from time to time.
- d) Watch and Ward 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).
- e) The watch and ward personnel will also take round of all the important sensitive points regularly at the interval of one hour and the duty report will be prepared at the interval of every shift.
- f) The watch and ward personnel will be on duty for twenty four hours (round the clock in three shifts of eight hours each) and will also take care of the all store(s) mentioned/ lying within the site and also the cycle stand, vehicle/ car parking etc. in the site.
- g) The watch and ward personnel are required to keep the keys of all the rooms of the respective wing, where they are deployed and open and close the same as & when required by the authorized officials.
- h) The watch and ward personnel deployed at the entry and exit gates of VIP cars are required to open and close the gates, whenever an authorized car enter/ exits through the gates.
- i) It will be the duty of the Watch and ward guards to open the locks to enable cleaning operations in the building. They are also required to be present and vigilant in the site during the entire.
- j) Work of the cleaning operations. Moreover, they will also open the premises as and when required for Civil & Electrical Maintenance works by authorized officials on holidays. Authentic Records of all maintenance activity in the site will be maintained, in consultation with the Institute, which should be made available for any later date investigation, if required.

- k) The watch and ward personnel shall carry out such other duties as are entrusted to them from time to time by the Institute.
- l) Entry of street Dogs and Cattle's etc. into the site is to be prevented by the watch & ward personnel.
- m) The watch and ward personnel on patrol duty should take care of all the water taps, valves and water hydrants installed in the open area and other parts of premises.
- n) Watch and ward personnel should ensure that flowers, plants, trees and grassy lawns are not damaged either by the staff or by the outsiders.
- o) The watch and ward personnel will also help the fire fighting staff in extinguishing the fire, or meeting any exigency, if there is a fire or any other natural calamities at the site. The watch and ward personnel deployed should be well conversant with the fire fighting procedure and apparatus at the site. A certificate to the effect that the watch and ward staff deployed on site are conversant with Basic Fire Fighting Techniques and conversant with the Evacuation procedure of the site, shall be furnished by the Agency within one month of commencement of providing service. In case of change in staff it will have to be resubmitted along with notification of change.
- p) That the watch and ward personnel shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the Institute, or they are duly relieved, even if it results in extended duty hours.

VII. LEGAL LIABILITY AND RESPONSIBILITY OF AGENCY

- a. It will be responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations.
- b. The agency shall comply with all the statutory provisions as laid down under various Labour Laws/ Act/ Rules like minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour (R&A) Act, 1970, Delhi Works Contract Act and other Labour Laws/ Acts/ Rules in force from time to time at its own cost (from within the rate quoted). In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of the Institute. The wage disbursement will be in the presence of Authorized Representative of Institute.
- c. In every case in which by virtue of the provision of the Workman's Compensation Act or any other Act, the Institute is obliged to pay compensation to such person employed by the tenderer in execution of the work, then the Institute will be entitled to recover from the Agency the amount of compensation so paid.
- d. The Agency has to maintain all the relevant records, register and documents as required by the Labour Department, Regional Provident Funds Commission and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.

- e. The agency has to maintain all the relevant records, register and documents as required by the Labour Department, Regional Provident Funds Commission and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.
- f. The agency shall indemnify to the Institute against any payments to be made under and for the observance of the above-mentioned various laws and rules.
- g. The Security agency shall follow the labours laws etc. for its workers.

VIII. LIABILITY OF THE INSTITUTE

- h. The Institute shall not provide any residential accommodation to the watch and ward personnel employed by the Agency. No cooking or lodging shall be allowed in the Institute for the personnel engaged by the Agency.
- i. The Institute will be under no obligation to provide employment to any personnel of the Agency after expiry of tender/agreement/contract period and the Institute recognizes no employer-employee relationship between Institute and the personnel deployed by the Agency.
- j. The Institute shall not be responsible financially or otherwise for any injury to the watch and ward personnel in the course of performing the watch and ward functions as per this tender.

IX. TERMINATION OF TENDER

- a. If the agency at any time makes default in executing watch and ward job with due diligence and continue to do so, and / or the Agency commits defaults in complying with any of the terms and conditions of tender and does not remedy it or does not take effective steps to remedy it, or fails to complete the work as per terms and conditions of the tender and does not complete them within the period specified in the notice given to him in writing, the Institute may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, cancel the tender/ contract/ agreement, after one month's notice and security deposit of the Agency will also be liable to be forfeited by the Institute. Institute on such cancellation shall have powers to carry out/ execute the work through other agencies by any means at the risk and cost of the Agency.
- b. The Institute reserves the right to terminate the contract without assigning any reason by giving to the tenderer one month's notice of its intention to do so and on the expiry of the said period of notice, the tender/ contract/ agreement shall come to an end without prejudice to any right of remedy that may be accrued to the Agency.
- c. If any information furnished by the tenderer is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated, (after one calendar month) and the security deposit will be forfeited by the Institute.
- d. In case the Agency wants to terminate the tender/contract/agreement, it shall have to give three month's notice in advance to this effect to the Institute.

X. ARBITRATION

Any disputes arising out of and in relation to this agreement can be mutual consent be referred to arbitration by a sole arbitrator, acceptable to both the parties i.e. the company/ Agency and the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Delhi Courts and no other Court and no other Court) shall have the jurisdiction.

XI. SCOPE OF WORK AND WORKING HOURS

- a. The Agency shall be responsibility for the Security Services in the Institute and the agency or the personnel deployed by the agency shall work under overall supervision and direction of the Registrar, Indian Law Institute. The agency shall follow instructions from the Registrar or any such Officer so authorized by him to carry out for the purpose of the security of the Institute.
- b. The agency shall provide additional security men in case eof demand or on functions of the Institute. The agency shall also provide for the relieving of the security men at the end of the shift/ absence of the security men deployed.
- c. The security agency shall be responsible for the discipline of the security personnel deployed by them.
- d. The employees engaged by the security agency will be employment of the Security Agency only and not by the Indian Law Institute. The Security Agency should ensure payment of wage at Minimum Wages as prescribed/ revised by the Government and other service benefits to its personnel as prescribed in the Payment of Bonus Act, Payment of Gratuity Act and other Labour enactments. The Agency shall submit the proof of the payments of statutory dues in respect of the persons engaged in the ILI.
- e. A representative of the security agency will report at least once in a week for coordination with the concerned officer of the Institute.

XII . AREA COVERED UNDER THIS SCOPE OF WORK

The Indian Law Institute building, for the purpose security services, includes ground floor, Library including stack rooms, Administrative Block, Faculty wing, Seminar/ Lecture Halls, Annexe including 14 rooms in four floors, Directors residence at 3rd Floor & open area in and around the building including lawn. The area also includes Library books, computers, machines, other office equipments, ceiling & fixtures, electric fans, office furniture and plants etc.'

XIII. PERFORMANCE EVALUATION

- a. The Senior Officer of the security agency should visit and check the security staff periodically in different shifts and monitor their performance.
- b. The security agency shall accept the responsibility for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the

security staff. In case of theft/ pilferage of any property belonging to the ILI, the concerned officer in charge of the ILI will immediately register complaint with the police and inform the security agency for investigation. It will be responsibility of the security agency to pursue the matter with the police with the assistance of the concerned Officer-in-Charge.

- c. The guards shall be so vigilant so that no person shall carry away any articles belonging to the office out of the building without the written instructions of the Registrar, ILI/ concerned Officer in Charge.

XIV. MODE OF PAYMENT

The Agency will submit monthly bills to the Institute and the Institute will pay by 10th of succeeding month on submission of the bill for the past month. The payment will be made by Account Payee Cheque of a New Delhi Bank after deducting the statutory payments of TDS. However, it is the responsibility of the Security Agency to produce previous months ESI, PF contribution receipts containing employee's registration numbers and payments as per minimum wages to the satisfaction of the Indian Law Institute. The Agency shall also submit a copy of the wages register to the ILI in respect of wages paid to the person engaged in the ILI.

XV. DURATION OF CONTRACT

The duration of the contract will be, initially, for **TWO years**, which can be extended on year to year basis (but not more than 4 years) by mutual consent and satisfactory performance of the security services.

XVI. PENALTIES

- k. For misbehaving on part of security staff 1000/- per default.
- l. For non-wearing of uniform and/or identity card 1000/- per default.
- m. For causing nuisance/ damage to public property i.e. Institute and its campus – 3 times of the market value of such property or 5,000/-, whichever is higher, per default.
- n. For removal of any item(s) for which the agency is not authorized – 3 times of the market value of such property or 5,000/-, whichever is higher, per default.
- o. For violation of any of the condition of the contract, 5,000/- per default.
- p. In case the Security Guard is found absent from the duty and if no alternative arrangement is made by the Agency, then a penalty of 500/- per guard per duty will be imposed.
- q. The mode of recovery will be as under:

Amount of Loss	Mode of Payment
a) Upto One Lakh	To be recovered directly from the Company
b) Beyond One Lakh	To be recovered from the Monthly Bill

ANNEXURE-I

THE INDIAN LAW INSTITUTE

Tender Sr. No. ILI/Security/05/2018

Part - A (TECHNICAL BID)

CHECK LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

S. No.	Documents asked for	Page Number at which document is placed
1.	BID Security (EMD) of Rs. 10,000/ (Rupees Ten thousand only) in the form of FDR/ DD/ Bank Guarantee issued by any schedule commercial bank in favour of Registrar, Indian Law Institute valid for 90 days beyond the Tender validity period.	
2	One self-attested recent passport size photograph of the Authorised person of the firm/Agency, with name designation, address and office telephone numbers. If the bidder is a partnership firm/ Company, name, designation, address and office telephone numbers of Directors/ Partners	
3	Self Declaration-No Blacklisting under Letter Head Annexure IV	
4	Self- attested copy of PAN Card with the copy of Income Tax Return of the last financial year	
5	Self-attested copy of Goods and Service Tax Registration Number of the firm / agency	
6	Self- attested copy of valid registration number of the firm / agency / certificate of incorporation in case of the company	
7	Self -attested copy of valid ESI Registration Number	
8	Self-attested copy of valid PF Registration Number	
9	Self-attested copy of valid licence number under contract labour (R & A) Act, 1970	
10	Proof of experience of last five financial years along with satisfactory performance certificates from the clients.	
11	Proof of having licence under private security Agencies (Regulation) Act, 2005	
12	Income tax returns / Annual returns of previous five years supported by audited balance sheet	
13	Any other documents, if required	

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

THE INDIAN LAW INSTITUTE**TENDER NOTICE No. ILI/Security/05/2018****Part – B (TECHNICAL BID)****CHECKLIST FOR TECHNICAL EVALUATION**

S. No.	Details of the eligibility Criteria	To be filled by the Bidder	For Office use
1.	Registration Certificate with the Labour Department, Office		
2	Demand Draft/ FDR toward EMD		
3	Demand draft toward tender cost (if applicable)		
4	Valid registration with ESI under relevant Act and active since last five years (Licence should be valid as on the date of bid opening and throughout the contract period)		
5	Valid registration with EPF under relevant Act and active since last five years (Licence should be valid as on the date of bid opening and throughout the contract period)		
6	Proof of payment of ESI of his employees since last year along with the names and challan (First & last pages of the challan for employees not less than in number specified in this tender.		
7	Proof of payment of E.P.F of his employees since last year along with the names and challan (First & last pages of the challan for employees not less than in number specified in this tender.		
8	Proof of filing electronic challan cum returns (ECR) for the current year (2017-18)		
9	Copy of the PAN Card		
10	Proof of payment of Income Tax since last five years along with Income Tax Returns / Saral / IT Forms and Income Tax Clearance Certificate For the year 2011-12 to 2016-17		
11	Valid registration of Goods and Service Tax under relevant Act and active for last five years (earlier service tax registration No)		
12	Proof of payment of GST/ Service Tax since last five years along with the service tax returns and service tax clearance certificate (Acknowledgement may be produced)		

13	Proof of experience from any State / Central Department/ Autonomous Body for supply of manpower at least for the last five years (2012-13 to 2017-18) as per the tender document.		
14	Proof of Annual Turnover of the firm/ agency/ company which should be average Rs. 50,00,000 (Rupees Fifty Lacs only) during the last three financial years immediately preceding 31 st march 2018 as certified by chartered accountant as per the tender document		
15	The bidders shall furnish the details of existing commitments with proofs such as work orders, agreements etc.		
16	An undertaking (Self -Certificate that the agency hasn't been blacklisted by a Central / State Government / Autonomous Body / any other agency and there has been no litigation history with any Government department (State/ Central/ Autonomous body) on account of similar services.		
17	The Bidder should produce Articles of association (in case of a company), by-laws and certificates for registration / partnership deed in case of partnership.		
18	Proof of registered office of the tenderer having at least one branch office at Delhi		
19	List of top 5 clients with contact person, telephone number and email IDs.		
20	Certificate of total manpower (security guards including supervisors) employed by the agency as on 30 th June 2018 as certified by the chartered accountant		

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

TENDER NOTICE No.ILI/Security/05/2018
Part - B (FINANCIAL BID)

FORM FOR TENDER RATES TO BE QUOTED PER MONTH

(To be submitted in a separate sealed cover and marked as "Financial Bid")

Performa for Submission of Financial Bid for [Civilian Guards] Security Services

a. Service charges and ESI and PF (To be filled by Tenderer)

S. No.	Item Head	Supervisor	Guard	Total
1	Monthly Rate (Minimum Wages Per month) as per NCT			
2	ESI			
	Employee's Contribution (%)			
	Employer's Contribution (%)			
3	Employee Provident Fund(if applicable)			
	Employee's Contribution (%)			
	Employer' Contribution (%)			
4	Service charge			
	Grand Total			

NOTE:

- a) Zero service charges shall be rejected outrightly.
- b) Statutory charges will be admissible on production of proof of payment.

Signature of the Tenderer with Seal &Address

Date:

SELF DECLARATION – NO BLACKLISTING

To
THE REGISTRAR
Indian Law Institute
Opp. Supreme Court of India
Bhagwan Das Road, New Delhi – 110 001

Ref.: Tender for Providing Security Service in the Indian Law Institute (ILI), New Delhi

Dear Sir,

Apropos to the Tender for Selection of Providing Security Services to the ILI, we hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body.

We further declare that presently our Company/ Firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

We hereby agree to abide by all terms and conditions laid in tender documents.

Thanking you,

Yours faithfully,

Place:

Date:

Signature _____

Name _____

Seal of the Organization_____