

AHMEDABAD MUNICIPAL CORPORATION



**Tender for
Selection of Service Providers for Security Services by deploying required number of
security personnel to Safeguard, monitor & maintain security at various offices/
locations/installations of Ahmedabad Municipal Corporation.**

E-Tender No: 01/2023-24

AHMEDABAD MUNICIPAL CORPORATION

Notice Inviting Tenders (NIT)

1. Ahmedabad Municipal Corporation (AMC) has various assets and properties under its ownership located across the city of Ahmedabad and around. In order to safeguard its assets (the open plots or land and public building etc) AMC is desirous of availing the services of Security Agencies on contractual terms specified in this Tender.
2. Municipal Commissioner, Ahmedabad invites online tender on behalf of Ahmedabad Municipal Corporation, only from the qualified and eligible Parties for the following work.

Name of Work	Tender Fee	Earnest Money Deposit (EMD)	Tenure of Work/ Contract Period	Bid Due Date and Technical Bid Opening Date
Providing Security Services by deploying required number of security personnel to Safeguard, monitor & maintain security at different offices / locations/ installations of Ahmedabad Municipal Corporation	Rs 25,000	Rs 30 Lakh (Thirty Lakh Rs. Only)	Three Year from the signing of Agreement and further extendable up to Two years (Total five years) on mutual terms.	Last date of online submission of e-Tender 08/01/2024 up to 15.00 hours Physical submission of EMD, Tender fee and other documents 09/01/2024 up to 15.00 hours Opening of online technical Bid 09/01/2024 at 16.00 hours

3. After filling online details all relevant information/physical documents as specified in the Tender shall be submitted by speed post or RPAD or Courier or by hand delivery with processing fees (Tender Fees, EMD).
4. Bids must be accompanied by the earnest money (Bid Security) and Tender Fee of the amount specified for the work in the table in point 2 of this Notice Inviting Tenders. The earnest money will have to be in the form of DD or Bank Guarantee as specified in the bidding document. This DD or BG shall be from any of the Approved Bank to AMC. The list of the Approved Banks is specified in the Annexure 13. The Tender Fee is non refundable and shall be paid along with the tender submission.
5. The bids which does not comprise Bid Security/EMD and or Tender Fees shall not be accepted and liable for rejection.
6. The Price Bid of those bidders whose bids meeting the eligibility and qualification criteria will be opened on the date to be intimated later.
7. Conditional Bid shall not be accepted and liable for rejection.
8. The decision of authority for selection or rejection of the offers shall be final and binding to all. AMC may at its sole discretion reserves the right to form a panel of service providers/ security agencies

for execution of the work mentioned in the aforesaid tender to hire professional and competent services from amongst the qualified bidders/ agencies, if the authority desires and agencies shows their willingness to work on L1 rate. Considering the quantum of the requirement, AMC may allot maximum of 50% of total workforce requirement for ordinary guards to any one bidder.

9. All other details can be seen in the bidding documents which can be downloaded from AMC website www.ahmedabadcity.gov.in. and <https://tender.nprocure.com>
10. Bidders are required to submit their Bids in the format along with all necessary documents/Information specified in the Tender by **speed post or RPAD or Courier or in person** at following address.
Tender Officer, Central Record Office,
Sardar Patel Bhavan, Danapith,
Ahmedabad Municipal Corporation,Ahmedabad- 380001.
11. A prospective bidder requiring any clarification of the bidding documents may notify the Authority by **Indian post / courier** Seventy Two (72) hours before the Due Date at the Authority's address indicated below.
Dy Municipal Commissioner,(Security)
Ahmedabad Municipal Corporation.
Sardar Patel Bhavan, Danapith, AHMEDABAD – 380 001

12. Information for online participation

Internet site address for e-Tendering activities will be <https://tender.nprocure.com>

Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.

Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

M/S (n) code Solution 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 / +91 79 26857317/ Tel: +91 79 26857318 E-Mail:URL: <https://tender.nprocure.com>.

Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.

Municipal Commissioner, Ahmedabad

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1. DEFINATION

In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

“Authority” means the Ahmedabad Municipal Corporation and shall include its authorized successors and assigns at all times.

“Applicable Laws” means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement or Contract.

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the providing security services as per the Scope of Work during the subsistence of this Agreement.

“Bid” means the proposal submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including technical proposal and financial proposal along with all other documents forming part and in support thereof as specified in this Tender.

“Bidder” means any person(s) including a partnership firm or a company who submits a Bid along with Bid Security under this Tender within the stipulated time for submission of Bids.

“Bid Security” or **“Earnest Money Deposit (EMD)”** means Security furnished by the Bidder of amount specified in Notice Inviting Tender as part of detailed Bid.

“Bid Process” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

“Bid Value” means the aggregated rate quoted for providing security services as specified in Scope of Work during the Contract Period.

“Contract Period” shall have a meaning specified in clause 4.1 of General Condition of Contract section.

Equipment/Material is the Service Provider's instrument brought for providing services as per scope.

Letter of Acceptance” or **“LOA”** means the letter issued by Authority to the Successful Bidder to undertake and provide Service in conformity with the terms and conditions set forth in the Tender any subsequent amendments thereof and contract.

“Parties” shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this Tender.

Remedial Period is the period specified by Authority in which Service Provider shall be required to remedy the breach or offence or damage caused by negligence of its staff as per the direction of Authority.

Tender “ shall mean this Tender document which comprises of the following sections: NIT , Instructions to Bidders, Scope of Work, General Conditions of Contract, Service Level Agreement.

“Termination” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

“Termination Notice” means communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

Successful Bidder”, shall mean the Bidder who is awarded the work under this Tender

Scope of Work is defined as the scope of works defined in clause 3 “Scope of Work” of this Tender elsewhere specified in this Bidding documents, which the Service Provider shall be required to perform during the Contract Period.

Service Provider” shall mean the Successful Bidder for Security Services with whom AMC shall enter into the Agreement/Contract.

Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section

2. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION

2.1 Eligibility of Bidder

The Bidder must meet eligibility criteria specified below

- 1) The bidder shall have the following registrations and details of the same be provided in the Technical Bid:
 - a. Registration under the Gujarat Private Security Agencies Rules-2007 / Registration with the Government of Gujarat under Private Security Agency Regulation Act 2005 (PSARA 2005).
 - b. PF registration
 - c. ESI registration
 - d. GST registration
 - e. Valid license issued by Regional Labour commissioner
- 2) Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self Government body.
- 3) Only the bidders which are constituted as Companies under the Indian Companies Act, 1956, or are Partnership under the Indian Partnership Act , shall be eligible to apply, as a single bidder. No proprietorship firm and/or foreign national is eligible for this Work.
- 4) Consortium/ joint venture is not allowed to bid.
- 5) Only single entity bidder is allowed to participate in Bidding Process. Bids can be submitted by single entities only. There shall not be more than one bid from a one bidder.
- 6) The Bidder Must submit the proof for the number of guards for whom PF and ESI is paid by the company.

2.2 Qualification Criteria

The Bidder must fulfil technical and financial qualification criteria specified below for different groups.

- a) **Turnover:**

The Bidder should have registered average annual turnover of at least Rs 3 crore in any of the three financial year during last seven financial years.
- b) The bidder should be a registered entity possessing license for operating security services obtained from the Government of Gujarat under the Gujarat Private Security Agencies Rules-2007 framed under the provisions of the Private Security Agencies(Regulations) Act, 2005 or equivalent from any other state Government.

- c) The Bidder should have minimum Five years of experience of providing security Guards and security services to reputed Company(ies) / Government organization(s) and Institutions./ (Experience of supplying security guards will be consideration for evaluation.)
- d) The Bidder should have successfully completed assignments / deployments of providing security services for the tenure not less than six months during last seven years ending March 2023 as under.

The Bidder Must have experience in providing securities to the properties where large number of people would gather on daily bases such as, Large Hotels, Hospitals more than 200 beds, Large Shopping Malls, Multiplex, Auditoriums, government, semi government, local self government organisation, etc.

AND

The bidder should have at least 3 such assignments/ deployments with 175 security personnel each (along with labour licence OR ECR File pertaining to EPF) during any three financial year in last seven years (Considering the space constraint for online submission for ECR, part may upload one month ECR and photocopy of all ECR should be attached with technical bid as hard copy.)

OR

Two assignments / deployments of not less than 210 security personnel each (along with labour licence and ECR File pertaining to EPF) during any three financial year in last seven years

OR

One assignment / deployment of not less than 350 security personnel (along with labour licence and ECR File pertaining to EPF) during any three financial year in last seven years from single organisation.

- e) The Bidder should have placed/ employed a person to head the Security Division as his direct responsibility on fulltime basis from following qualifications.
 - a. An Officer who is a retired/ released commissioned officer from the Defense Services of India (Army/ Navy/ Air Force) after having served for not less than Ten years as a Commissioned Officer with a Good Service Record.
- OR
- b. An Officer who has served in the Police Department at a rank of Deputy Superintendent of Police or Higher Rank for minimum Ten years with a Good Service Record.

2.3 Bid Submission Format

After filling online details The Bidders are required to submit the Bid in two envelopes, the details for which are specified below:

a) Envelope 1: Tender Fee and EMD

- (1) The Tender Fee for the amount specified in the Notice Inviting Tender (2) in form of a Demand Draft from an approved List of Banks in favour of "THE MUNICIPAL COMMISSIONER, Ahmedabad, payable at Ahmedabad. The tender fee is non refundable.

- (2) The Bid Security of the amount specified in the Notice Inviting Tender (2) in form of a Demand Draft or Bank Guarantee from an approved List of Banks as specified in Annexure 13.

The envelope shall be super scribed as “**Envelope 1: Tender Fee and EMD**”.

b) Envelope 2: Bidder Information and Qualification Bid

- (1) Letter of Bid, General information, Legal Status including MOA, AOA and Partnership Deed in case of Bidder being a Partnership Firm.
- (2) Annual Audited Balance sheets and P&L Accounts of last seven financial years.
- (3) The Bidder is required to submit the annual income/ turnover from for last seven financial years and as certified by statutory auditors.
- (4) Statutory Auditor’s Certificate specifying that the Bidder is in the Security Service business since last five years. Also provide client’s Work order during that period.
- (5) Evidence in terms of necessary supporting documents i.e Work Order AND client certificates for successful completion of assignment/deployment for Security services as per clause 2.2 (c).
- (6) Copy of Registration certificate as per clause 2.1 (a).
- (7) Notarized Power of Attorney to authorized signatory of Bidder as per Annexure 7
- (8) Affidavit on stamp paper stating that Bidder has provided true information as per Annexure 8.
- (9) Anti- Blacklisting information as per annexure 9
- (10) All the Annexure from (Annexure 1 to Annexure 9).
- (11) This Tender and amendment issued thereof duly signed by Authorized signatory.

The envelope shall be super scribed “**Envelope 2: Bidder Information and Qualification Bid**”. The Bidder is required to submit **two copies of Envelope 2. One is marked as “Original” and another “Duplicate”**.

c) Financial bid

(1) The Price Bid :

Price bid must be submitted online only and for all categories of personal required.

2.4 Language of Bid

The bid, and all correspondence and documents related to the bid exchanged between the Bidder and the Authority shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.5 Bid Validity

- (1) Bids shall remain valid for a period of 180 days (one hundred and eighty days) from the Bid submission date specified in Notice Inviting tenders. A bid valid for a shorter period shall be rejected by the Authority as non-responsive. If any bidder withdraws his bid/ tender during the Bid Validity Period or makes any modifications in the terms and conditions of the bid, the said earnest money/Bid Security shall stand forfeited.

- (2) In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 2.6 in all respects.

2.6 Bid Security

- (1) The bidder shall furnish as part of its Bid, a Bid Security in the amount as stipulated in the Notice Inviting tenders for this Work. The Bid Security shall be drawn in favour of Municipal Commissioner, Ahmedabad, and may be in one of the following forms:

- a. Bank Guarantee from any Approved Bank to Authority. The list of Approved Banks to Authority is specified in Annexure 13.

The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the Section VI of Bid Document.

- b. Demand Draft issued by any Approved Bank.

- (2) Bank Guarantees issued as surety for the bid shall be valid for 28 days beyond the validity of the bid. (i.e. 28 days from Bid Due Date).

- (3) Any bid not accompanied by an acceptable Bid security as per the clause 2.6 (1) and (2) above shall be rejected by the Authority as non-responsive and Bid Shall be considered rejected.

- (4) The Bid Security of the technically unsuccessful bidders will be returned as promptly as possible.

- (5) The Bid Security of the selected bidders of panel will be returned when the bidder has furnished the required Performance Security as per clause 2.18 and signed the agreement.

- (6) Bid security is a non interest bearing deposit.

- (7) The Bid Security may be forfeited-

- a) In case of unclear offer and/or conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- b) In case of a fraudulent offer where information provided is found to be forged or misleading.
- c) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- d) if the bidder withdraws his bid during the period of Bid validity;
- e) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.

- f) If the Agreement is not executed within the time period specified in the LoA or as specified by the Authority, even though Performance Security has been paid. (In this case, both Bid Security and Performance Security will be forfeited and LoA will be cancelled).
- g) If the **Successful bidder wants** to withdraw before signing of Agreement.
- h) In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/ refuses to start/ execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security and performance security deposited in terms of this bid documents.

2.7 Bid Signatory

The bidder will appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney will be required to be attached with the qualifying bid.

2.8 Deadline for Submission of Bids

- (1) Bids must be received by the Authority at the address specified in Notice inviting Tender(NIT) not later than the time and due date specified in the Notice Inviting Tenders section.
- (2) The Authority may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 2.9, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.9 Amendment of Bidding Documents

- (1) Before the deadline for submission of bids, the Authority may modify the bidding documents by using addendum.
- (2) Any addendum thus issued shall be part of the bidding documents. The addendums shall be posted on www.ahmedabadcity.gov.in . An addendum, if any, shall be placed by the Authority minimum of 48 hours prior to the Bid Due Date.
- (3) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Authority may at its sole discretion extend if necessary the deadline for submission of bid.

2.10 Pre Bid Meeting and Clarification of Bidding Documents

- (1) There shall be pre bid meeting on **18/12/2023 at 13.00** hour at the office of Authority (Central Office Security branch, 5th Floor, B-Block, Sardar Patel Bhavan, Danapith, Ahmedabad). A prospective bidder requiring any clarification of the bidding documents may notify the Authority in person during the pre bid meeting by post/ courier / in person at the Authority's address indicated in the Notice Inviting Tenders on or before the date of pre bid meeting. The Authority shall provide

response to the queries raised by prospective Bidder to the extent possible. The Authority retains rights to not to respond to any query which if found non relevant. Copies of the Authority's response will be uploaded on the website www.ahmedabadcity.gov.in.

2.11 Late Bids

(1) Any bid received by the Authority after the deadline for submission of bids prescribed in Table in Notice Inviting Tenders will be returned unopened to the bidder.

2.12 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the bid due date and the expiration of the validity period.

2.13 Right to call for more information /documents

If during bid evaluation, the Authority finds certain information or documents not having been submitted by the bidder, of being made available partially only, the Authority, at its sole an absolute discretion retains the right to

- a) evaluate the bid based on submitted documents only or
- b) ask for the missing information or documents from the bidders .

The Authority's decision in this case would be final and binding.

2.14 Bid Opening Process

On the day of bid opening, Envelope 1 would be opened first and the Tender fee and EMD/Bid Security shall be verified. Then Envelope 2 will be opened thereafter and its contents noted and assessed. The Technical Evaluations of each Bidder shall be carried out. Technical assessment of the Bid may then take place in absence of the bidders. The bidders qualifying as per the criteria specified in Clause 2.1 and 2.2 shall be considered qualified. Price bid of only qualified bidders shall be opened.

2.15 Bid Evaluation Method and Award Criteria

The Bidders are required to submit the Bid as per the clause 2.3 of this Tender. The Bid Evaluations shall be carried out for each envelope. The Bids of the Bidders not submitting the Demand Draft for Tender Fess and Bid Security (DD/Bank Guaranty) shall be rejected. The detailed Bid Evaluations process is described below.

- a) **Envelope 1:** Checks of Tender Fees and Bid Security as per the clause 2.3(a).
The Envelope 2 of only those Bidders shall be opened who provided Tender Fee and EMD as specified in as specified in the clause 2.3(a).
- b) **Envelope 2:** Assessment of Eligibility and Qualification.

Assessment of eligibility and qualification of the bidder as against the criteria specified in clause 2.1 and 2.2. The bidders shall have to submit all documents as per clause 2.3 (b). In order to qualify for next stage of Price Bid opening, Bidders are required to meet each of the eligibility and qualification criteria .The Bidders meeting all eligibility and qualification criteria shall be considered as qualified bidder.

c) Assessment of Price Bid

The Bidder shall have to furnish their offer online in the price bid format for all categories of personal required.

Minimum wages as on 01-04-2023 in Gujarat State for Private Security Guard Services is as below

Category	Total Minimum Wages in Rs. Per Day	Types	Approx. Requirement
Unskilled	452.00	Security Guard	2000
Semi-skilled	462.00	Ex-Service man without Arm License	0
Skilled	474.00	Ex-Service man with Arm License	25 Gunman
Skilled	474.00	Bouncers	100 Bouncers

Considering the sensitivity of the matter AMC may form panel of contractors for the purpose.

Bidders will be selected based on lowest quote for ORDINARY SECURITY GUARD (largest quantity requirement) The Bidders providing favorable terms in the form of lowest PERCENTAGE offer /Bid Value for providing ORDINARY SECURITY GUARD i.e. Column D in Annexure 12 : Format of Price Bid (Service Charge of Agency per personal of Manpower including cost of Reliever/spare staff, Supervisor, Senior Supervisor, Chief Security Officer, dress kit, profit, admin charge, any other. etc. in percentage Per Person Per Day (Excluding GST)) Quoted (on minimum wages + PF + ESI) Payable for ordinary security guards (Male/Female) of Annexure-12) shall be considered preferred bidder and considered for award of the Works/Contract to form panel.

Based on the Quote for the security guards, AMC will invite other bidders in ascending order to negotiate and willing to supply service at L1 rate of providing **SECURITY GUARD** to form a **panel of maximum five contractors**.

Selected panel bidders will be asked to negotiate and match lowest quote (among the selected panel) of other respective category (i.e. Ex-Service man without Arm license, Ex-serviceman with Arm License and Bouncers).

Quantum of work assignment within panel of agencies shall be sole discretion of AMC officials

2.16 Notification of Award

- (1) Prior to expiration of the period of bid validity prescribed by the Authority, the Authority will notify the successful bidder by fax/ email or any other mean that his bid has been accepted. This letter (called "the Letter of Acceptance") shall name the sum which the Authority will pay the Service

Provider in consideration of the providing security services as specified in scope and terms of contract ("the Contract Price"/"Bid Price").

- (2) The notification of award will constitute the formation of the Contract.

2.17 Signing of Agreement

- (1) At the same time that the Authority notifies the successful bidder that his bid has been accepted, the Authority will direct him to submit the Performance Security and attend the Authority's office on a date determined by the Authority for signing the Agreement.
- (2) Both the parties agree to enter into a detailed Agreement which shall consist of the Tender terms and conditions and additions, if any. Authority reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the Tender, which are deemed to be necessary by it and which do not materially affect the cost and revenues of the Licensee. The Agreement shall constitute a contract between the Authority and the Licensee under the Indian Contracts Act, 1872.
- (3) The cost of agreement and duties such as stamp duty, registration charge if applicable any shall be borne by the Service Provider.

2.18 Submission of Performance Security

- (1) Within 15 (fifteen) days of the date of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Authority, a Initial Performance Security in the form of a Bank Guarantee specified in Annexure 11 from Approved Bank for an amount of Rs. 50,00,000/- (Fifty Lakhs Rupees).
- (2) The Performance Security shall be valid for a period not less than Thirty (30) days after the end of Contract Period.
- (3) Failure of the successful bidder to comply with the requirements of Performance Security and Signing of Agreement shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security including restriction on future participation in Authority's projects for a period as decided by the Authority.

2.19 Failure to agree with the terms and conditions

Failure of the successful Bidder to agree with the Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value Bidder or call for new proposals. Such bidder's bid security will be forfeited.

2.20 Understanding Terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this Tender, including all forms, Appendix and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

2.21 Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

2.22 Corrupt or Fraudulent Practices

- (1) The Authority will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AHMEDABAD MUNICIPAL CORPORATION if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- (2) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (3) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

3. SCOPE OF WORK

3.1 Scope of Work for Service Provider

- (1) Deploy the Security Personnel of following category at the location as specified by Authority for providing security services.
 - a) Approx. 2000 Security Guards (Male/Female as required)
 - b) Approx. 25 Armed Security Guards (with Arms)
 - c) Approx. 00 Ex. Serviceman Security Guards (without Arms)
 - d) Approx. 100 Bouncers

* Above quantity is indicative only and may differ.

New Selected bidders / New Security Agencies are supposed to provide 100% strength of required guards within 30 days of issuance of initial work order (i.e. work order to be given immediate after the selection of agencies). In routine case agencies are required to provide guards within 24 hours as and when required by the authority.

If the Security Agency fails to deploy the number of Security Guards as per the schedule stated above, then Penalty will be charged to the Security Agency. The penalty will be equivalent to Rs.1000/- per person per day for those numbers of Guards and for the period for which the Security Agency fails to deploy such number of guards assigned in the contract.

The Service Provider shall be required to provide one Supervisor in the ratio 1:30 Security Guards. Such Supervisor will be responsible for ensuring that the Security personnel perform their duties as explained and as desired by AMC. The Supervisor will ensure effective supervision of their men. Each selected bidder should appoint 2 (two) senior supervisor and 1 (one) Chief Security Supervisor to oversee overall assignment. The cost of supervisor, senior supervisor and chief security supervisor will not be paid by AMC separately and it must be included in the quoted rate that is in Column (D) of Price Bid in Annexure-12.

- (2) The agency shall provide security services by deploying adequately trained and well disciplined security personnel to safeguard the office building, moveable and immovable assets, equipments and other items at the sites / premises as specified by Authority from any thefts, pilferage or damage or encroachments, to serve as per the instruction of concern Authority for other security purposes and also ensure safety of the employees, visitors, guests or any other persons working in its complex/site/premises. They shall ensure work assigned by AMC Officials is done satisfactorily.
- (3) Tentative positioning of security personals will be intimated by the Authority. The Service Provider is required to maintain the number of security personnel/guards/supervisors as per the requirement of the Authority.
- (4) The security personnel shall be duly trained as per the requirements / provisions of the Gujarat Private Security Agencies Rules-2007.

- (5) The security personnel shall be deployed round the clock in 3 shifts/ in shifts as per work order at the sites / premises to safeguard the sites / premises.
- (6) The Service Provider shall be responsible for opening / closing of the building and rooms as required / directed by in-charge of concern department of the Authority on working and non working days so as to protect against theft/damage.
- (7) The Service Provider shall maintain records of inward and outward movement of men, materials, etc with proper check on the same as per instructions given from time to time by Department.
- (8) The security personnel deployed shall take regular rounds of the premises to maintain strict vigil and remain alert. The Service Provider shall be responsible for protection, monitoring of the security gadgets installed at the office premises and ensure proper access control mechanisms.
- (9) The Service Provider shall keep the concerned department of Authority informed of all the matters of security and co-operate in the investigation of any incident relating to security.
- (10)The service provider shall inform to the committee while appointing and terminating the guard. The Service Provider shall ensure to the committee which shall be appointed by the authority that the security personnel deputed are healthy and in conformity of minimum physical standards and age limits specified in clause 3.3. The Service Provider shall also ensure effective discharge of duties of security personnel as specified in clause 3.4. On non performance Authority shall impose damages/penalties as specified in the Tender. If not so specified than it shall be commensurate with the type of breach/default.
- (11)The Service Provider will provide and deploy additional security personnel on temporary basis as and when required on the terms and conditions specified in this Tender. If situation so demand then the Service Provider shall be capable and/or required to deploy additional 25 security personnel within 24 hours and 50 securities within 48 hours of notice provided by Authority.
- (12)The Authority is a public body with large public related functions operating a dynamic situation. It reserves the right to demand immediately a smaller number of security staff from the Service Provider if the situation so demands. The agency should provide such security personal immediately.
- (13) Any further updation in government rules / circulars / law amendment will be applicable.

3.2 Adherence to applicable Laws as applicable

The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, bonus, gratuity, ESI etc. relating to personnel deployed by it at Ahmedabad Municipal Corporation or for any accident caused to them and Ahmedabad Municipal Corporation shall not be liable to bear any expense in this regard including the legal procedures. The agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the competent authority for whatever reason. The agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various laws / acts, including but not limited to with the following and their reenactments / amendments / modifications.

- a. The Payment of Wages Act 1936
- b. The Employees Provident Fund Act, 1952
- c. The Factory Act, 1948

- d. The Contract Labour (Regulation) Act, 1970
- e. The Payment Of Bonus Act, 1965
- f. The Payment of Gratuity Act, 1972
- g. The Employees State Insurance Act, 1948
- h. The Employment of Children Act,1938
- i. The Motor Vehicle Act, 1988
- j. Minimum Wages Act,1948
- k. The Prohibition And Narcotics Drugs Act

3.3 Minimum Physical Standards and Qualification of Security Personnel

- (1) Security Guards and Armed guards should possess following physical standards.
 - a) Minimum height - 1.63 mtr. (5'-5") (for male).
 - b) Chest - 0.75 to 0.80 mtr. (30" - 32").
 - c) Minimum Weight - 50 Kgs.
 - d) Security Guards from this category should be not less than 21 years of age or above 50 years of age.
 - e) He should be able to read and write Gujarati language.
 - f) He should be able to read and write Hindi language.
 - g) He should be able to gather information on security matters and be able to detect security loopholes, assess fire threats and be able to take / report preventive measures.
 - h) He should be strong, stout intelligent alert and mentally sound.
 - i) He should be a disciplined person with sound character and good service record.
 - j) He should have undergone the training as specified in the Gujarat Private Security Agencies Rules-2007.
 - k) Trained Armed Guard should possess a valid Arm License.
- (2) Bouncers should possess following extra physical standards.
 - a. Minimum height - 1.78 mtr. (5'-10").
 - b. Minimum Weight - 70 Kgs.
 - c. Bouncer from this category should be not less than 21 years of age or above 40 years of age. In case of ex serviceman bouncer should be not above 45 years of age.
- (3) Ex. Serviceman Security Guard shall be deployed from the combatant force of Army, preferably infantry / Armored / Artillery /Engineers / Signals Division. The age limit of the Ex, Serviceman should be below 55 years of age at the time of deployment and he should possess a valid Arm License.
- (4) Agency have to produce the all the information (hard copy/soft copy) in the format as per format given by authority.

3.4 Duties of Security Personnel to be deployed by the Service Provider

- (1) Attend with compliments to distinguished visitors, VIP's and officers.
- (2) Check, control and restrict entries to visitors other than staff / workers / authorized personnel of organization / firm and valid entry pass holder as per the instruction issued time to time by Authority. They may be asked to keep register and maintain records as required.
- (3) Checking of incoming / outgoing material (with gate passes, challan) and time keeping.
- (4) Maintain strict security of men, material and premises and maintain diary to note all important events / happenings information received / passed to the management. Entirely responsible for thefts of easily movable items such bathrooms fittings, fans, exhaust fans, telephone instruments, fire extinguishers, or fire fighting systems etc.
- (5) Provide Security to Authority staff from any assault during situations like gherao, picketing, strike etc.
- (6) Keep minimum kit equipments required to discharge duties effectively.
- (7) Not to leave the place of duty under any circumstance until and unless properly relieved. Sign accordingly in handing / taking over register etc.
- (8) In case of fire, the security guard will immediately alert the Authority staff on duty and assist in fire fighting operation and also inform the departmental authority. In case of fire accident before or after hours the guards shall inform the nearest fire station and Authority.
- (9) Vigilant against unidentified / unclaimed / suspicious objects / persons in the sites / premises of Authority and take appropriate actions to prohibit such unauthorized entry.
- (10)The security guard shall ensure that all the electrical equipments / instruments / lights and fans should be switched off at the time of closure of the Authority sites / premises.
- (11)The security guard should ensure that all the offices / rooms / main entrance / collapsible gate /grills are locked at the close of office so as to protect against the theft.
- (12)The security personnel must be in proper neat, tidy & proper uniform as specified by the Authority and he should be polite but firm, disciplined, physically fit, alert and attentive all times during the duty hours.
- (13)The names of the security guards should always be displayed by them on their uniforms for identification purpose.
- (14)Checking the bags, briefcases, Tiffin or any doubtful belongings of the visitors.
- (15)Comply with all directions and instructions of the Authority during the duty hours.
- (16)Check visitors with DFFP or HHMD wherever needed.

4. GENERAL CONDITION OF CONTRACT

4.1 Contract Period

- (1) The Contract Period shall be of three year commencing from the date of signing of Agreement which is further extendable up to two year (maximum total five years) on mutual consent upon establishment of satisfactory performance to the Authority.
- (2) In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination.
- (3) In case of extension of Contract Period, the Service Provider is required to submit Performance Security of the value and of the validity as decided by the Authority during the time of increase the validity period of Performance Security for such period.

4.2 Obligation and duties of Service Provider.

- (1) The Service Provider shall be required to do punctual and satisfactory performance of its Scope specified in Clause 3 of GCC.
- (2) Deploy the security guards/ personnel of required numbers at the locations as specified by the Authority as and when required at the cost of the Service Provider. Authority shall not provide any logistic/transportation cost.
- (3) The Service Provider shall be responsible to protect the premises and assets of Authority at the location specified by Authority and take appropriate steps to prevent illegal encroachments, illegal Construction, illegal use / misuse of land, unlawful activities and such other action as directed to protect those lands or building / premises at their own cost and risk from encroachers, anti social elements etc.
- (4) The Service Provider shall not claim any amount more than the amount fixed by way of contract by the Authority.
- (5) The Service Provider shall be responsible to adhere with the conditions of the Minimum Wages Act for making the payment of salary/ wages to the Security Guards deployed.
- (6) The Service Provider shall ensure that during situations of natural calamities, riots, disturbances or any other Force Majeure events, all security personnel deployed by the Service Provider shall perform the allocated duties in full strength and continue to protect the property / staff of Authority.
- (7) The Service Provider shall have to ensure satisfactory standards of its competency, conduct, cleanliness, uniforms and integrity of the security personnel deployed.
- (8) The Service Provider shall have to supervise and monitor the acts and duties of the security personnel deployed on regular basis and ensure effective discharge of their duties.

- (9) In case Authority or supervisor of Authority observed neglect of duty, undesirable act, act against the interest of Authority, misbehavior and consumption of alcohol while on duty, the Authority shall direct the Service Provider for replacement of such guards/security personnel on immediate effect. The Service Provider is required to act proactively and replace all such persons with competent persons (within one hour of intimation from Authority). Such acts of security personnel of the Service Provider shall attract penalties/damages as specified in the Damage/Penalty clause.
- (10)The Security Agency shall not transfer or assign contract to any other party in whole or in part. The subcontracting is not allowed. Such instance would lead to Termination and forfeiture of Performance Security.
- (11)The Service Provider shall indemnify and hold harmless Authority & its employees, for any losses that it might suffer while performing its duties/scope/ services. The Authority shall not defend the Service Provider or any its employee in courts by any person who has commenced court proceeding while performing its duties. The expense on all such account shall be borne by the Service Provider only.
- (12)The personnel deployed by the Service Provider shall be deemed to be employee of the Service Provider and shall not be considered or deemed to be the employees and of the Authority.
- (13)The Service Provider shall be required to inform the Authority three days prior to execution of contract the names and other required details of the persons to be deployed. Such person shall be issued a laminated I.C affixing latest photograph giving details of Name, Age, Ex-rank if any, Name of the Agency, date of appointment, any other details, duly signed by responsible officer of the Security Agency and countersigned by the security superintendent or an authorized person of the Authority. The identity card should be worn by each security guard / supervisor on their uniform which shall in turn give details regarding their full name, age identity marks, signatures of the bearer and also of the issuing authority and seal.
- (14)The Service Provider and/or its Supervisor/Senior Supervisor/Chief Security Supervisor shall ensure that the security Guard/Personnel deployed wears only approved uniform by the Authority and always keep required dress kit/material.
- (15)The Service Provider shall be required to provide uniform kit like Identity Card, whistle, leather shoes, leather belts, lathi, Jersey / over coat, rain coat, torches, shoulder badges, cap with monogram, & Bullets / Cartridges (in case of armed security personnel), etc shall be borne / supplied by the agency at its cost to the security guards/Personnel deployed. The Service Provider shall be required to provide stationery and registers at security check points and records keeping as per requirements. Authority shall not be liable to supply uniform dress or any other materials.
- (16)In case the person so deployed is found to be "not alert" or "not in proper uniform dress" or commits any breach of any of the terms and conditions of the contract, the Authority shall have the right to impose any punishment or fine/dmages as specified in the Damage/Penalty clause.
- (17)The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the authorized person of Authority at any time without assigning any reason whatsoever.

- (18)The Service Provider shall be solely liable for all payment / dues of the security personnel employed and deployed by it. The Service Provider shall fully indemnify Authority against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or Enforcement of the provisions of any of the labour or other laws to the extent they are Applicable.
- (19)The Service Provider shall be absolutely responsible and liable for any and all personal injuries or death and / or property damage or losses suffered due to negligence of the Service Provider's personnel in their performance of the services required under the contract or any other reasons.
- (20)Authority shall not be liable to offer legal services for the offence, if any, committed any staff of the Service Provider.
- (21)The Service Provider shall only be liable for any illegal action or omission made by the personnel employed by it.
- (22)The Service Provider shall be liable to take appropriate insurance cover of all personnel employed and third party insurance and provide documentary evidence to Authority from time to time. The insurance cover shall be valid till contract period. The proceed of the insurance shall be applied to cover the claim from the third party, Authority staff and service provider's employee.
- (23)The Service Provider is required to comply with all legal and statutory requirements such as valid arm license, labour laws including wages, maintenance of registration under the Gujarat Private Security Agencies Rules-2007 during the Contract Period. Authority may ask for providing evidence of all such legal requirements. Non compliance of such legal requirements shall be considered as breach and default by the Service Provider and Authority may withheld payments and impose penalties or damages for such breach as specified in 4.6. If not so specified then it shall be decided by the Authority.
- (24)The Service Provider shall ensure that all relevant licenses pertaining to provision of security services including armed security personnel have been obtained from relevant Government Authorities before deployment of security personnel at respective sites / premises. The Security Provider shall ensure use of only licensed weapon (viz. rifle / shotgun). Authority will not be responsible for obtaining any permission from any statutory / Government Authorities.
- (25)Deploy supervisor to check attendance of the guards daily and get it counter signed by the concerned department of Authority and also maintain daily attendance register and has to be checked through Bio metric solution/Mobile Application once in every two hours if required and asked by authority.
- (26)The Service Provider shall be required to abide by instructions issued by the Authority time to time.
- (27)Ensure alertness and attentiveness of the security personnel deployed through surprise checks (during day and night).
- (28)Submit a monthly report of compliance clearly stating complaint received, action taken the and happenings in the sites / premises to of the Authority where it has been directed to provide security services.
- (29)A local representative of the Service Provider shall be in-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the sites/ premises, they shall work under directives and guidance of the Authority and will be answerable to the Authority for acts. This will, however, not diminish in any way, the agency's responsibility under contract to Authority.

- (30) Provide training at regular interval to the security personnel deploy only trained personnel meeting the physical standards and qualification specified in the scope. The personnel deployed should have been trained in all facets of security work, including basic fire fighting and use of fire extinguisher. The agency shall provide necessary undertaking and documentary evidence in this regard.
- (31) Regulate the visitors as per the directive of Authority and the visitors shall be attended with courtesy.
- (32) The Service Provider shall ensure that the personnel deployed by it are disciplined and do not Participate in any prejudicial activity to the interest of the Ahmedabad Municipal Corporation / Govt. of India / any state / or any union territory.
- (33) The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Authority. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Authority.
- (34) AMC will be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. AMC shall ensure that such oral orders shall be followed up with written communication.
- (35) In the event of any security personnel being on leave / absent, the agency shall ensure suitable alternative arrangement to make up for such absence.
- (36) Provide additional staff as and when required by the Authority as specified in the scope.
- (37) Security agencies should ensure that no contracted security guard will use the assigned premise for living there.
- (38) Selected Bidders will have to submit periodical (monthly or whenever demanded) certificate of compliance of Government norms/Statutory Obligations
- (39) Selected Bidders will have to carry out Police verification and all other formalities pertaining to government guidelines.
- (40) Payment to security personal should be done through banking channel only by service provider.

4.3 Obligation of Authority

- (1) Authority is responsible for correctness and completeness of the Scope of the Work.
- (2) Allocate the location to Service Provider for carry out its obligations under this Contract and Scope of Work.
- (3) Make regular payment to the Service Provider for its punctual performance of obligations and scope.

4.4 Payment Terms

Payment Procedures and terms

- (1) The payment to the Service Provider shall be made on Monthly basis. The monthly payment for security service shall start from the end of the first month of deployment (of security personnel).
- (2) The Service Provider shall raise regular monthly invoice submit it to Authority.
- (3) No extra amount other than contractual liability to Security Guard or Security Agency will be paid to any of the servants or employees or Officers of the person or institution to whom the contract is given.
- (4) The Service Provider shall submit attested photocopy of the monthly attendance record in format as per the given by authority (i.e. name and no of personnel deployed for each shift, location of deployment, designation and their attendance etc) along with the monthly bill. The attendance record in format as per the given by authority shall be prepared from the daily register. The Service Provider shall maintain the record displaying the attendance/presence of no of security personnel for each shift along with location, and designation. This Register should be countersigned regularly by authorized representative of the Authority.
- (5) Upon receipt of the invoice, Authority will verify the invoice against monthly attendance record in format as per the given by authority and adjusted against any error, damages/penalties and other adjustment as may be applicable against the invoice under the terms of contract/agreement. The Authority shall make pay (agreed amount as per agreement) to Service Provider within 15 (fifteen) days after making any tax deductions at source as applicable under Income Tax law governing in India.
- (6) Agency should ensure that security guards are regularly paid wages through proper banking channel only. AMC may ask selected bidders to periodically (whenever demanded) submit payment records /details of the security guards.
- (7) The Service Provider will not be entitled to any other expenses except the fixed in the contract. The Authority has right to direct the Security Agency to make payment to the Security Guards through bank.
- (8) The Service provider is solely liable and responsible for pay allowance and salary to security personnel engaged by it as per the prevailing labour laws and liable for any breach of any prevailing laws during the Contract Period and Authority shall not be liable for any violation of any breach or law by the Service Provider.

4.5 Performance Security

(A) Submission of Performance Security

- (1) The Service Provider shall submit the Performance Security within the time period and terms (i.e amount, validity period and form) specified in clause 2.18 of ITB.
- (2) Provided that if the contract is terminated for reasons other than attributable to the Service Provider's breach or non performance , the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

(B) Submission of Performance Security

The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- (i) Non payment of any dues by the Service Provider to the Authority as required to be paid under the Contract/Agreement including damages/penalties as provided.
- (ii) An Event of Default not being remedied in Remedial Period by the Service Provider despite notice as provided in this Agreement.

Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.

The provision under this Sub-Clause authorizing the Authority to encash the Performance Security shall be exercisable in addition to and without prejudice to the Authority's right to do so under any other similar provision the contract permitting encashment.

(C) Submission of Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Service Provider shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate Service Provider Agreement by giving 30 days notice in accordance with the provisions herein.

4.6 Damages/Penalties

The Authority reserves the right to impose following agreed damages/penalties to the Service Provider for non performance or breach of its duties, obligation and contract conditions:

	Cause/Damages	Penalties
1	The Liquidated Damages for any absence of the Security Personnel shall be charged (Short supply)	Rs.1000 per day per person
2	Security personnel found sleeping during duty hours. The Authority may ask his/her removal if found sleeping more than 3 times at any of the sites/premises managed by the Service Provider	Rs.1000 per day per person
3	During duty hours A security personnel found absent or not reporting for duty at any of the sites / premises managed by the Service Provider during checking	Rs.1000 per day per person
4	Security personnel found living in the premise illegally	Rs. 1000 Per Day per person.
5	Instead of eight hours as per the work order, the Service provider has posted a guard for 12 hours.	Rs.2000 per day per person
6	Security Personnel found without uniform and required material/ kit (Identity card, Dress, Shoes, Whistle, Cap, stick, etc.)	Rs.2000 per instance per person
7	Security personnel not possessing minimum physical standards and educational qualification as specified in scope of work.	Rs.3000 per day per person
8	Security personal found misbehaving during the duty hours	Rs. 3000 Per instance.
9	Security personnel not been replaced by the service provider as per the direction of Authority	Rs.3000 per day per person
10	An armed security personnel found to be without his arms and cartridges during duty hours at any of the sites / premises managed by the Service Provider	Rs.5000 per instance per person
11	Security personnel deployed for providing security services are found to be engaged in two different agencies in AMC at the same time/to be engaged in two different points of AMC.	Rs.5000 per instance per person
12	Property which is stolen/ damaged	The Service Provider shall be solely responsible for it and loss will be recovered from the service provider.
13	Security personnel deployed for providing security services are found to be engaged in irregular/unethical activities and non performance	As per discretion of Authority
If any of the above-mentioned complaints are repeated, strict action (including blacklisting) will be taken against the agency as per the order of the competent authority.		

14. During the Contract Period, any theft (partial or otherwise) of the installations / property or, damage caused to the installation / property on account of forced entry or and/or to the Third Party, caused due to the omission, negligence, default or deficiency in service or obligations similar acts leading to the deterioration or loss of the installations / property or any other loss/damages to Authority /duties of

the security personnel deployed by the Service Provider , the Service Provider shall be liable for such loss or damage estimated by the AMC nominated officer / independent valuation agency appointed by the Authority for this purposes to pay to AMC. On no performance of remedy of damage, the Authority shall reserve the right to seek compensation by way of damages or recover the sum from the Performance Security or deduct the same from the monthly bills raised by the Service Provider to the Authority, and / or invoke Performance Bank Guarantee whichever is likely to meet the requirements of the Authority in its own view. If amount exceeds the performance security then the Service Provider shall be liable to pay the said amount with interest @ 12% per annum thereon from the seven days from the date of demand till the date of actual payments.

4.7 Termination due to Event of Default of the Service Provider

Occurrence of following Events shall be considered as the Default by the Service Provider (the “Service Provider’s Event of Default”):

- a) The Service Provider fails to deploy the security personnel (i.e total numbers and meeting minimum physical standards and qualifications specified scope) in time period specified as per the direction of the Authority.
- b) The Service Provider fails to accompany with the applicable laws, rules, regulation with respect to labour laws, arm license and any other applicable law.
- c) The Service Provider does not maintain a Performance Security, which is required as per terms of this Contract.
- d) Any breach or offence or non performance which has caused serious damage to Authority’s assets.
- e) The Service Provider sub contracts the scope of work.
- f) Repetitive breach, offence and non performance of duties, scope and obligations of the Service Provider and does not cure the breach, offence or its non performance in Remedial period as specified by the Authority.
- g) The Service Provider does not maintain the registration under the Gujarat Private Security Agencies Rules-2007 during the Contract Period.
- h) The Service Provider becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- i) Change in Service Provider’s Ownership during this Contract without prior consent of Authority.
- j) The Service Provider fails to procure and maintain insurance cover as required as per terms of this Contract.
- k) Any time it is found that the Service Provider or its employee/security personnel deployed has indulged in the unauthorized and illegal activities at the Authority’s premises.
- l) The Service Provider failed to make any payments/damages/penalties due to Authority within period specified without any valid reason.
- m) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

- n) Any representation made or warranties given by the Service Provider under this Agreement is found to be false or misleading

On occurrence of any of above events or circumstances, the Authority shall provide notice to the Service Provider to remedy the breach/ Default in reasonable time period specified in the notice. If the Service Provider shall not cure or remedy the default/ breach then the Authority may at its sole discretion, upon giving 7 days notice to the Service Provider, terminate the contract.

The Authority's decision to terminate the contract shall not prejudice any other rights of the Authority, under the contract or otherwise. The Authority may at its sole discretion forfeit the Performance Security and may recover it from the amount due to the Service Provider on occurrence of any of the Service Provider's Event of Default.

4.8 Termination due to Event of Default of the Authority

Occurrence of following Events shall be considered as the Default by the Authority (the "Authority Event of Default"):

- a) The Authority failed to make any payments due to the Service Provider within period specified in the Contract without any valid reason.
- b) The Authority or any Governmental Agency has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider and has failed to cure the same within 40 days of notice thereof by the Service Provider.

Upon occurrence of all such events, Service Provider may send notice to Authority indicating the types of Breach/default and reasons for which Service Provider's obligations, scope and duties cannot be achieved. Upon non cure of default in reasonable time period, Service Provider may upon giving 15 days notice to the Authority, terminate the contract.

4.9 Force Majeure

- (1) Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of god, and in particular, unprecedented Floods, volcanic eruption, earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power, strikes or boycotts (other than those involving the Service Provider or their respective employees/representatives or attributable to any act or omission of any of them) , An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, Expropriation or compulsory acquisition by any Government Agency of any Authority's Asset or rights of the Service Provider, which prevent performance of the contract and which could not have been for seen or avoided by the Service Provider or the Authority (the "Force Majeure").
- (2) The Service Provider shall ensure that during situations of natural calamities, riots, disturbances or any other Force Majeure events, all security personnel deployed by the Service Provider shall try to

continue to perform the allocated duties and obligation in full strength and continue to protect the property / staff of Authority.

- (3) In such situation, Authority may at its sole discretion excuse the Service Provider from the Performance of its obligations. If Force Majeure Event subsists for 60 days then either party may by notice to other party terminate the Contract.
- (4) In the event that Parties are unable to agree in good faith about the occurrence of or existence of a Force Majeure event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of the proof as to the occurrence of Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.
- (5) Termination of the Contract (a) shall not relieve the Service Provider or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of the Tender expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

4.10 Representation and Warranties of Service Provider

The Service Provider represents and warrants to the Authority that :

- a) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations and carry out the work as per the terms of contract.
- b) It has taken all necessary actions under the Applicable Laws to authorize execution and delivery of this contract and to validly exercise its rights and perform its obligations under this contract.
- c) This contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- d) it is subject to civil and commercial laws of India with respect to the Tender and this Contract/ Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- e) The information furnished in the Bid and as updated on or before the date of this agreement/contract is true and accurate in all respects as on the date of this Agreement/contract.
- f) the execution, delivery and performance of the this Tender and Agreement thereof will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service Provider's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- g) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under the Tender or which individually or in the aggregate may result in any Material Adverse Effect;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Tender and Agreement;
- i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) no representation or warranty by the Service Provider contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- k) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the Tender or entering into of the Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

4.11 Representation and Warranties of Authority

The Authority represents and warrants to the Service Provider that :

- a) It has full power and authority to grant the Tender and enter into Agreement with the Service Provider.
- b) It has taken all necessary action under Applicable Law to authorize the execution, delivery and performance of this Contract/Agreement;
- c) The contract/Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- d) It has good and valid rights for Site.
- e) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Tender and Agreement;

4.12 ARBITRATION/ Dispute Redressal System

- 01. ARBITRATION:** In case of any dispute or difference arising between the parties with regards to the interpretation or working of this agreement or the rights, liabilities of duties arising out of it, the matter will be referred to the Municipal Commissioner, AMC for settlement, however, if the parties fail to settle the matter before the Commissioner, the same can be referred to the Arbitrator mutually decided by both the parties restricted to Ahmedabad Jurisdiction and the arbitration proceeding will be governed under the provision of Arbitration & Conciliation Act of India, 1996 whose award will be final and binding on the both the parties. The Cost of arbitration should be shared by both the parties equally.
- 02. Dispute Redressal System:** In the event of a dispute or difference of any nature whatsoever between the Supplier and the Authority during the course of the Works, the same shall be referred to the Municipal Commissioner for resolution. The decision of the Municipal Commissioner shall be final and binding on both the parties.

4.13 Severability and Waiver

If any provision of this Contract, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Contract or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Contract of any right, remedy or provision of this Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

4.14 Indemnity

- (1) The Service Provider shall at all times, i.e. during the subsistence of the Contract, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to a person or injury to property, minimum wages, or any other sort of claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or his agents, employees. Authority will notify Service Provider of any such claim, suit or proceeding and will assist Service Provider (at Service Provider's expense) in the defense of the same.
- (2) The Service Provider shall be solely liable for all payment / dues of the security personnel employed and deployed by it. The Service Provider shall fully indemnify Authority against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or Enforcement of the provisions of any of the labour or other laws to the extent they are Applicable.

4.15 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Ahmedabad shall have jurisdiction over all matters arising out of or relating to the Contract.

4.16 Ownership & Protection of Property

Authority shall retain the title and ownership of any site allotted by it to Service Provider for purposes of carrying out Service Provider's obligations, duties and scope in relation to provide security services. Such title and ownership of Authority in any such site shall not pass to Service Provider. The Service Provider is only permitted to carry out its duties and obligations.

Formats for documents to be submitted

Annexure 1: Letter of Bid

(On the letterhead of Bidder)

Dated:

To,
Municipal Commissioner,
Ahmedabad Municipal Corporation,
Ahmedabad.

Subject: With respect to tender for Selection of Service Provider for Security Services by deploying required number of security personnel to Safeguard, monitor & maintain security at various offices / locations/ installations of Ahmedabad Municipal Corporation.

Dear Sir,

With respect to above mentioned subject, we are pleased to submit the bid. This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, We are not given any written or oral promise from the Authority.

The EMD (Bid Security) details are as follows:

Amount: _____ DD No/BG No. _____ Dated: _____
Payable at Ahmedabad on Bank: _____, Validity period _____.

The Tender Fee in the form of Demand Draft details are as follows:

Amount: _____ DD No. _____ Dated: _____
Payable at Ahmedabad on Bank: _____ in favour of _____.

We are pleased to submit the following documents towards the same.

1. Two copies of Technical bid as per terms of Tender
2. One copy of Price bid (**ONLINE ONLY**) as per the terms of Tender

We are fully aware that the Authority has right to accept any tender or reject any/all tenders without giving any reason and upon rejection of tender/tenders we shall not be entitled to any right with related to the Authority.

We have thoroughly read and understand all the terms and conditions of this tender and We promise to agree and abide by all the terms and conditions of this tender. We have signed and sealed each and every page of this tender document and provided all true information/documents.

(Signature and stamp of the Authorized signatory of Bidder with date)

Annexure 2: Bidder Information

(On the letterhead of Bidder)

All Bidders are required to furnish the information in this format.

1	Name of firm	
2	Head office address	
3	Local office address (if any)	
4	Telephone	Mobile No.
5	Facsimile/FAX	E-mail
6	Place of Incorporation/ Registration	Year of Incorporation/ Registration
7	Whether Company / partnership / Proprietorship or any other	
8	IT Permanent Account Number (Copy to be enclosed)	
9	Provident Fund Number allotted by Regional Provident fund office (copy to be enclosed)	
10	ESI Registration Number	
11	GST Registration Number	
12	Professional Tax Registration Number	
13	Registration details with Gujarat Private Security Agencies Rules-2007 made by the Government of Gujarat under the provisions of the Private Securities Agencies Regulation Act-2005 (No.29 of 2005)	
9	Main lines of business	
	1.	Since :
	2.	Since :

All Bidders are required to furnish the documents such as MOA, AOA, Partnership Deed, GST registration and registration as may be applicable.

(Signature and stamp of the Authorised signatory of Bidder with date)

Annexure 3: Bidder's Turnover

Name of Bidder:

All Bidders shall provide the information in the format as per this form. The information supplied shall be the annual turnover of the Bidder for last seven financial years. This should be from Audited results only.

<i>Annual turnover for the last seven financial years</i>	
Year	Turnover (in Rs. crore)
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	
Average of above	

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

The Bidder shall have to submit, Audited statement for last seven years.

Annexure 4: Summary of Successful Completion of Assignment/Deployment during last seven years (As defined in clause 2.2(d) of ITB)

Name of Bidder:

Bidders shall provide information on Assignment/Deployment for security services executed during last seven years.

Sr. No.	Name of Employer/ Client	Name of the contract location and nature of their work	No of Security Guards Deployed	Contract amount in Indian Rupees & date of contract	Actual date of start	Actual date of completion	Evidence in terms of Work Order and completion certificate from client (Yes/ No)

The Bidder must provide Evidence/supporting documents in terms of Work Orders and successful completion certificate from clients.

(Signature and stamp of the Authorised signatory of Bidder with date)

Annexure 5: Past Experience of Security Business during last seven Years

Bidders shall provide information on Assignment/Deployment for security services executed during last seven years.

Sr. No.	Name of Employer/ Client	Name of the contract location and nature of their work	No of Security Guards Deployed.	Contract amount in Indian Rupees & date of contract	Actual date of start	Actual date of completion	Evidence in terms of Work Order and completion certificate from client (Yes/ No)

The Bidder must provide Evidence/supporting documents in terms of Work Orders and successful completion certificate from clients.

The Bidder shall also provide Statutory Auditor’s Certificate specifying that the Bidder is in the Security Service business since last five years. Also provide client’s Work order during that period.

(Signature and stamp of the Authorised signatory of Bidder with date)

Annexure 6: Details of Key Personnel

The Bidder shall provide the details and information of key personnel (As per clause 2.2(e) of ITB) in table provided below.

Sr. No.	Name of the Employee	Designation and Year of experience with Bidder	Qualifications	Total Experience	Whether served in Defense Force or Police Department (as per clause 2.2(d) of ITB) and also provide tenure of services and evidence of service records.
1.					
2.					

The Bidder shall also have to provide provide the detailed CV of Key personnel specified in Clause 2.2 (d) of ITB in following format

Sr. No.	Particulars	
1	Name	
2	Qualification	(Bidder shall also provide supporting certificates)
3	Whether served in Defense Force or Police Department (as per clause 2.2(d) of ITB)	Provide tenure of services and evidence of service records.
4	Employment Record (Nature and no of years of Experience with different organisation and	
5	Date of Birth	
6	Any other information	
7	Signature of Project Manager	

The Bidder shall also have to provide the records of number of persons employed by it

Sr. No.	Employee	Number	Whether Contractual or permanent employee (provide details)
1	Supervisor		
2	Gunmen		
3	Guards Male		
	Guards Female		
4	Bouncer		

(Signature and stamp of the Authorised signatory of Bidder with date)

Annexure 7: Power of Attorney

On a Stamp Paper of appropriate value also notarized)

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

To,
Municipal Commissioner,
Ahmedabad Municipal Corporation,
Ahmedabad

Dear Sir,
REF: Your Tender Ref.:

<Bidder's name> hereby authorizes **<Designated Representative's name>** to act as a representative of **<Bidder's name>** for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with Ahmedabad Municipal Corporation /Employer or other entities associated with tender for **<Name of the Tender>** and to discuss, negotiate, finalize and sign any bid or agreement and subsequent Contract.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Annexure 8: Affidavit on Stamp Paper

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable for any punitive action for furnishing false information/ documents.

Dated this ____ day of _____ 2023

Signature

(Company Stamp)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorised Signatory with designation

Annexure 9: Anti Blacklisting Certificate

(On a Stamp Paper of relevant value)

I M/s. _____ (Bidder), _____ (the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____ Day of _____ 2023.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 10: Bid Security
BANK GUARANTEE FOR BID SECURITY
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To
Municipal Commissioner,
Ahmedabad Municipal Corporation (AMC).
Ahmedabad.

This Deed of Guarantee is made on this _____ day of _____, 2023 at _____ by _____ a Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and a Branch Office at _____ (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Municipal Commissioner, Ahmedabad Municipal Corporation, Ahmedabad having its Office at Ahmedabad.

WHEREAS, the AMC undertook the process of competitive bidding in order to select the most desirable firm/company for the _____ (Work name) for which purpose AMC issued a Tender inviting Bids from the Bidders;

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") shall submit his Bid dated [date] for the above specified Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the Tender document:

- i. If a bidder withdraws or modifies his bid the proposal during the period of bid validity, or
- ii. In the case of a Successful Bidder, fails to sign the Agreement or fails to furnish the required Performance Guarantee (as defined below) within stipulated time in accordance with the Tender Condition.
- iii. In case of fraudulent bid where it is so established that the bidder has willingly and knowingly tried to mislead AMC by providing false or fabricated information or
- iv. If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by AMC.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to AMC a sum of Indian Rupees _____ without any protest or demur and upon receipt of first written demand from AMC, without having to substantiate his demand, provided that in his demand AMC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____, being the date 28 days after the date of expiration of the Bid Validity or as it may be extended by the bidder on a written request by AMC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at AHMEDABAD and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our AHMEDABAD Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the
above named _____ Bank by
its Authorized Signatory as authorized by
Board Resolution passed on _____/
Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

Annexure 11: Performance Security

(On stamp Paper of appropriate value)

To: _____ [Name of Authority]
_____ [Address of Authority]

WHEREAS _____ [Name and address of Successful Bidder] (Hereinafter called "the Service Provider") has undertaken, in pursuance of Agreement No. _____ dated _____ to execute _____ [Name of Agreement and brief description of Works] (Hereinafter called "the Agreement");

AND WHEREAS it has been stipulated by you in the said Agreement that the Service Provider shall furnish you with a Bank Guarantee by an approved bank for the sum specified therein as security for compliance with his obligations in accordance with Agreement; AND WHEREAS we have agreed to give Licensee such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Licensee, up to a total of Rs. 50,00,000/- (Fifty Lakh Rupees) [amount of Guarantee]¹ such sum being payable in the types and proportions of currencies in which the Agreement Price is payable, and we undertake in which the Agreement Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Works to be performed there under or of any of the Agreement documents which may be made between you and the Licensee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date: _____

Signature and Seal of the guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

**Annexure 12: Format of Price Bid
(To be submitted online only)**

Type of Security personnel	Approx Personal Required	Daily payment to the personal Min. Wage (amount in Rs.) + PF 13.00 % (12% PF + 0.5% EDLI + 0.5% EPF Admin Charges) + ESI (Employer Share)@ 3.25% (Excluding GST)	Service Charge of Agency per personal of Manpower including cost of Supervision, Reliever/spare staff, Supervisor, Senior supervisor, Chief security supervisor, dress, kit, profit, admin charge, any other. etc. Per Person Per Day (Excluding GST) (IN PERCENTAGE OF C)
A	B	C	D
Security Guard (Male/ Female)	2000	Min. Wage (UNSKILLED) + PF 13.00 % (12% PF + 0.5% EDLI + 0.5% EPF Admin Charges)+ ESI (Employer Share)@ 3.25%	To be submitted online
Ex-service men security guards (Without Arms License)	00	Min. Wage (SEMI-SKILLED) + PF 13.00 % (12% PF + 0.5% EDLI + 0.5% EPF Admin Charges) + ESI (Employer Share)@ 3.25%	To be submitted online
Ex-service men security guards (With Arms and Arms License)	25	Min. Wage (SKILLED) + PF 13.00 % (12% PF + 0.5% EDLI + 0.5% EPF Admin Charges) + ESI (Employer Share)@ 3.25%	To be submitted online
Bouncer	100	Min. Wage (SKILLED) + PF 13.00 % (12% PF + 0.5% EDLI + 0.5% EPF Admin Charges) + ESI (Employer Share)@ 3.25%	To be submitted online

Any change in Minimum wages/ Employer's PF **Contributions rate** / Employer's Share of ESIC rate in future will be paid accordingly by AMC to the selected bidder.

Bidders will have to give online quote for all the four categories. No rate should be quoted in hard copy. GST will be paid extra as per norms.

The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including list as below:

- ❖ Contract Labour (Regulation and Abolition) Act, 1970
- ❖ The Minimum Wages Act, 1948
- ❖ Payment of Wages Act, 1936
- ❖ Employees Provident Fund Act, 1952
- ❖ The Employee State Insurance Act, 1948
- ❖ Workmen's Compensation Act
- ❖ The Payment of Bonus Act, 1965
- ❖ Fatal Accident Act
- ❖ The Payment of Gratuity Act, 1972
- ❖ Private Security Agencies (Regulation) Act 2005.
- ❖ Prohibition and Narcotics Drugs ACT
- ❖ Any other act, as applicable from time to time

Selected Bidders will have to submit periodical (or whenever demanded) certificate of compliance of Government norms/Statutory Obligations, Police verification and all other formalities pertaining to government guidelines .

Based on the Quote for the security guards, AMC will invite other bidders in ascending order to negotiate and willing to supply service at L1 rate of providing SECURITY GUARD to form a panel of maximum of five contractors.

Selected panel bidders will be asked to negotiate and match lowest quote (among the selected panel) of other respective category (i.e. Ex-Service man without Arm license, Ex-serviceman with Arm License and Bouncers).

Quantum of work assignment with in panel of agencies shall be sole discretion of AMC officials.

Annexure 13: List of Approved Banks to AMC

(For the Purpose of Providing Bid Security/Performance Security/Tender Fee)

(A) Guarantee issued by following banks will be accepted as SD/EMD on permanent basis.

1) All national banks

(B) Guarantee issued by following banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Commercial Banks :-

1. A U Small Finance Bank
2. Axis Bank
3. City Union Bank
4. DBS Bank India Limited
5. DCB Bank
6. Equitas Small Finance Bank
7. Federal Bank
8. HDFC Bank
9. ICICI Bank
10. IndusInd Bank
11. Kotak Mahindra Bank
12. Standard Chartered Bank
13. Tamilnadu Mercantile Bank
14. Bandhan Bank
15. BNP Paribas
16. CSB Bank
17. HSBC Bank
18. Karnataka Bank
19. Krur Vysya Bank
20. South Indian Bank
21. Utkarsh Small Finance Bank

2. Co-operative and Rural Banks Of Gujarat :-

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Kalupur Commercial Co-operative Bank Limited
3. Nutan nagrik Sahakari Bank Limited
4. Rajkot Nagarik Sahakari Bank Limited
5. Saraswat Co-operative Bank
6. Saurashtra Gramin Bank
7. The Gujarat State Co-Operative Bank
8. The Mehsana Urban Co-operative Bank Limited
9. The Surat District Co-operative Bank
10. The Surat Peoples Co-operative Bank
11. SVC Co-operative Bank LTD.

Note: In case of submission of Bank Guarantee only the branches of above mentioned banks Located in Ahmedabad City would be eligible.