

METRO-LINK EXPRESS FOR GANDHINAGAR AND AHMEDABAD
MEGA COMPANY LIMITED
(A SPV OF GoI AND GoG)

E-TENDER
FOR
PROVIDING SECURITY SERVICES

Issued By:



Metro-Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited
(A SPV of GoI and GoG)

Block No. 1, 1st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat.

Tel: +91 79 2324 8572; Fax: +91 79 23248573; email: info@gujaratmetrorail.com

CIN No. : U60200GJ2010SG059407; Website: www.gujaratmetrorail.com



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E-TENDER FOR PROVIDING SECURITY SERVICES

1	Pre-Bid Meeting	Date:- 02.11.2017 @ 15.00 Hrs
2	LAST DATE OF SUBMISSION OF E-TENDER	DATE :27.11.2017 @ 11.00 Hrs
2	ADDRESS: WHERE PHYSICAL TENDER WILL BE SUBMITTED ON OR BEFORE 27.11.2017 @ 11.00 Hrs.	Chief Administrative Officer, MEGA COMPANY LIMITED, Block No. 1, 1 st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat.
3	DATE OF OPENING OF PRIMARY BID AND TECHNICAL BID	DATE: 27.11.2017 @ 15.00 Hrs at Registered Office, Gandhinagar.
4	ESTIMATED AMOUNT OF WORK	Rs. 2,00,00,000/-
5	TENDER FEES	Rs. 15,000/-
6	SECURITY DEPOSIT / PERFORMANCE GUARANTEE	Rs. 10,00,000/-
7	EMD	Rs. 6,00,000/-
8	TIME LIMIT	1 (ONE) YEAR FROM THE DATE OF AWARD OF CONTRACT AND FURTHER EXTENDABLE TO 1 (ONE) YEAR if performance of agency is satisfactory
9	ISSUED TO	

Metro-Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited
An Undertaking of Government of India and Government of Gujarat

Block No. 1, 1st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat.

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E-Tender No. MEGA/ADMIN/E-TENDER NOTICE/03/2018,

PROVIDING SECURITY SERVICES AT MEGA Co. Ltd.

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited (herein after referred as MEGA or MEGA Co. Ltd) a 50:50 Special Purpose Vehicle (SPV) of Government Of India (Gol) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies engaged in the business of Security Services as per requirement for its various offices, Projects offices, Site offices and depots etc. located in and around Gandhinagar and Ahmedabad for the period of one year and further extendable to one year if the performance of the Agency is found satisfactory.

The tender document will be available for download from **14.10.2017 to 26.10.2017**. The tender document can be downloaded from the official website of MEGA Company Limited i.e. www.gujaratmetrorail.com OR <https://mega.nprocure.com>. Bidder shall have to submit the Tender fee of Rs.15,000/- (Rupees Fifteen Thousand Only) in form of DD /Pay Order in favor of “Metro Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited” payable at Gandhinagar at the time of submitting physical tender, failing which the tender will not be accepted and be liable for rejection.

The estimated value of the work is approximate **Rs.2,00,00,000/- (Rupees Two Crore Only)** as per the previous experience. However the value may be considerably lower or higher from time to time as per the requirements of MEGA during contract period.

TENDERING PROCESS:

Tender is invited in two parts i.e. **(1) Qualifying/Technical Bid (physical form) (2) Financial bid (online)**. The tender shall be submitted in three separate Proforma duly completed in all respects viz. first for “Earnest Money and Tender Fees” (physical form), second for “Qualifying/Technical Bid” (physical form) and the third for “Price Bid” (online only). The tender form for Qualifying/Technical Bid in Proforma prescribed in Annexure-IV and the tender form for the financial bid in Proforma prescribed in tender document as ‘Online financial proposal’ in clause of T&C and Annexure IIB. The name of the Proforma to be mentioned clearly in words “Earnest Money/Tender Fees” and “Qualifying/Technical Bid” as the case may be on the top of the respective Proforma.

Two separate covers to be prepared for both physical form Proforma (1) For the instruments of EMD & Tender Fees and (2) the document pertaining to Qualifying/Technical Bid. Both the covers are to be put in a single cover clearly written on the top as “**E-Tender For Security Services**” to be

submitted in physical form at the above mentioned office address of Karmayogi Bhavan, Gandhinagar on or before the tender closing date and time. Financial Bid is not to be submitted in physical form as it has to be filled up on the online portal as mentioned above. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender shall have to be placed in Proforma duly completed in all respects with the inscription on the format **“E-Tender For Security Services”** should be submitted to Chief Administrative Officer at office address mentioned in notice or invitation along with a **Demand Draft / Pay-Order of Rs.15,000/- (Rupees Fifteen Thousand Only) Non-refundable** as Tender Fees to be drawn in favour of **“Metro Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited”** payable at Gandhinagar. (It is to be submitted with Qualifying (Primary) / Technical Bid on or before the last date and time of the submission of tender as mentioned above) along with incomplete bid documents will liable to be rejected. Late submission of tenders will not be accepted.

Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rupees Six Lakh Only) per application in the form of Demand Draft / Pay-Order to be drawn in favour of **“Metro Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited”**, payable at Gandhinagar, to be submitted with Qualifying(Primary) / Technical Bid on or before the last date and time of the submission of tender as mentioned above. Qualifying/Technical bids without Earnest Money Deposit and Tender Fee will be rejected. EMD will be forfeited in case the eligible bidder withdraws his offer during the tender selection process. No interest will be paid on the EMD submitted towards the mentioned tendering process. The MEGA Company Limited reserves the right to cancel all the tenders without assigning any reason whatsoever.

The successful bidder of the tender shall have to submit a Performance Guarantee by way of DD/PO/Fixed Deposit/Bank **Guarantee of Rs.10,00,000/- (Rupees Ten Lakh Only)** duly discharged in favour of **“Metro Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited”** within seven days from the issuance of LOA(Letter Of Acceptance).

The power to accept a tender vested with MEGA, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing in any form in connection with tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be liable for rejection.

The bidder shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the Annexure-I enclosed at the end of this document in clear and legible terms. Wherever, the prices are to be quoted should be written in figures and words as well. Annexures will also have to be signed and stamped by the firm through its authorized signatory only.

The tender forms shall be rejected if it is not complete in any aspect. The bidders are advised to check the website of MEGA Co. Ltd. regularly for amendments, if any. Please note that request for extension of due date for submission will not be entertained.

TERMS AND CONDITIONS (T&C) OF E-TENDER

(1) ONE BID PER BIDDER:

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

(2) COST OF BID:

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

(3) AMENDMENT TO BID DOCUMENT:

At any time, prior to the date of submission of bids, the MEGA Co. Ltd. may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on MEGA Website and these amendments will be binding on the bidders. Bidders are advised to visit MEGA Website regularly for updates in this regard.

(4) EXTENSION OF TIME:

In order to give prospective bidders required time to take the amendments into action in preparation of their bid, MEGA Co. Ltd. may at its discretion extend the timeline for submission of bid suitably.

(5) VISIT TO OFFICES / SITE OFFICES:

The bidder is required to provide security services to various offices, project offices, site offices, Depots etcetera of MEGA and is advised to visit all these offices, etcetera. and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to MEGA and is fully aware about the functional/deployment part of it.

(6) LANGUAGE:

Bids and all accompanying documents shall be in English as far as possible.

(7) FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is partnership firm, consortium or a joint venture, the Form of Bid shall be duly signed by an authorized representative who must demonstrate authority for the same with an acceptable documentary proof. Signatures on the Form of Bid shall be witnessed and dated.

(8) CURRENCIES OF BID AND PAYMENT:

The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

(9) RIGHT TO VARY QUANTITIES:

MEGA Co. Ltd. reserves the right at the time of award of the contract or during the contract period to increase or decrease the number of the Supervisor/Security Guard in the schedule of requirements without any change in unit price quoted by bidder.

(10) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

MEGA Co. Ltd. does not bind itself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids/single bid at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder/bidders on the grounds for the company's action.

(11) BID PRICES:

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at MEGA Company Ltd. This includes all the liabilities of the contractor such as cost of uniform including safety shoes, touches and cells, lathis/ballams, identity cards etc. of personnel deployed by the Bidder, other expenses affiliated to providing mentioned services and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

(12) BID SECURITY/EMD:

(12.1) The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 6,00,000/- (Rupees Six Lakh Only)** in the form of an Account Payee DD, PO, Fixed Deposit from a Nationalized / Scheduled bank, or Bank Guarantee from a Nationalized / Scheduled bank in an acceptable form in favour of Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited along with the tender document. The bid security should remain valid for a period of forty five days beyond the financial bid validity period.

(12.2) Any tender not accompanied by Bid Security and Tender Fee shall be rejected.

(12.3) Bid Security/EMD of the unsuccessful bidders will be returned to them at the earliest.

(12.4) No interest will be paid to the bidders on Bid security/EMD submitted.

(12.5) Bid Security/EMD of the successful bidder shall be returned on receipt of Performance Guarantee and after signing the Contract Agreement.

(12.6) Bid Security/EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

(12.7) Bid Security/EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time frame specified by MEGA Company Ltd.

(13) SUBMISSION OF BIDS:

(13.1) The bidder shall submit the Pre-qualification/Primary Bid and Technical Bid in a separate sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. Financial Bid is not to be submitted in the physical form and it has only to be submitted online.

(13.2) The Pre-qualification/Primary Bid should consist of the following documents:

Tender fee amount (non-refundable) of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** & Bid Security (Earnest Money Deposit) for an amount of **Rs.6,00,000/- (Rupees Six Lakh Only)** in the form of an Account Payee DD, PO, Fixed Deposit from a Nationalized / Scheduled Bank, or Bank Guarantee from a Nationalized / Scheduled bank in an acceptable form in favour of **“Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited”**. Tenders submitted without EMD and Tender Fees will be disqualified.

(13.3) The Technical Bid should consist of the following documents along with Annexure-IV:

(a) Valid License Copy from the controlling authority under section 7(5) of “The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005].

(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners also;

(c) Self attested copy of PAN card of the Agency/Firm/Company under Income Tax Act;

(d) Self attested copy of Service Tax Registration Number/GSTIN of the Agency/ Firm/ Company;

(e) Self attested copy of Valid Registration No. of the Agency/Firm;

(f) Self attested copy of valid Provident Fund Registration Number of the Agency/Firm/Company;

(g) Self attested copy of valid ESI Registration Number of the Agency/Firm/Company;

(h) Self attested copy of valid Registration Number under Contract Labour Act and under any other Acts/Rules of the Agency/Firm/Company for previous assignment;

(i) Proof of Average Annual turnover as stated in T&C No.14 supported by audited P&L statement and Balance sheet copy of Agency/Firm/Company.

(j) Client List along with Proof of experience as stated in T&C No.14 of eligible bidders to be supported by documents from the concerned organizations on its letterhead along with necessary contact details; and a satisfactorily work completion certificate to be provided.

(13.4) The tender shall remain valid and open for acceptance for a period to demonstrate satisfactorily completion of work assignment.

(14) ELIGIBLE BIDDERS:

MINIMUM ELIGIBILITY CRITERIA

The bidders, participating in the tendering, must have valid License from the controlling authority under section 7(5) of “The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005] and shall meet the following qualifications, who meet the qualification criteria shall only be considered for financial bid and thus these criteria shall be minimum qualifying condition for the tender.

(14.1) The bidders should possess a minimum of continuous five (5) years of experience for similar kind of Security Services in India. The similar Security Services shall be as envisaged in the tender document. The similarity and suitability of the experience shall be assessed by MEGA on the basis of documentary proof furnished for the purpose. MEGA may make cross-reference to confirm the documentary evidences.

(14.2) Out of this five (5) years of similar experience, the bidder/s must possess a minimum of continuous three (3) years of experience for similar Security Services in India. **The said organization in which security service was provided must be a listed limited company or a government body.** Clearance certificate from concerning ESI & PF department is required to enclose for above mentioned experience.

(14.3) The bidder should have at least men power capability of more than one hundred (100) security guards/supervisors. A documentary proof in this regard must be furnished. Bid/s without the documentary proof shall be liable for summarily rejection.

(14.4) The bidder/s must submit original documentary proof in support of the above credentials as per clause of 13.3 of T&C in the tender document.

(14.5) The Average Annual Turnover of last 3 Financial Years (FY 2014-15, 2015-16 & 2016-17) of the bidder should be at least Rs. **1,60,00,000/- (Indian Rupees One Crore Sixty Lakh Only)** from providing Security Services in India. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from Security Services shall not be considered for evaluation.

(14.6) In case of insufficient bidders and the said qualifications, MEGA shall reserve right to dilute the criteria at its discretion for selection of a suitable agency for the work.

(14.7) Submission of Undertaking by the Bidder on the following as per Annexure III:

- a) No existing litigation
- b) Never blacklisted, terminated by any client in India
- c) The bidder never filed any law suits or requested arbitration with regard to any Contract within the last five years
- d) No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers
- e) Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies
- f) The bidder was never cited by any regulatory agency for a safety violation in the last five years

15. ONLINE FINANCIAL PROPOSAL

As per Annexure IIB, financial bid will have to be submitted online. Below instructions to be followed for online financial bid.

Preamble for Online Bid:-

Bidders are advised to visit and assess the scope and requirements under the tender consciously. Rates so offered by a bidder shall be assumed to have been quoted after comprehensive assessment

of the scope, quality and quantity of the work. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote.

1. The category-wise rate, service charge (i.e. total of column F of annexure II B) and other charges to be admissible for payment in accordance with the tender document shall be paid on monthly basis.
2. However, MEGA shall have prerogative to raise the wages at its discretion at any point of time during the contract period. MEGA will review the performance of each person so deployed from time to time and may hike wages of any person to appreciate him/her performance. MEGA thereby intends to retain suitable person/s at its discretion. Agency, in this regard, shall be bound to follow the decision of MEGA and must make payment accordingly.
3. To award the tender, L1 criteria shall be total of column F of annexure II-B where bidder is independent to quote category-wise rate per month along with service charge in percentage as well as in total amount. These rates shall be after taking into account all terms, conditions and scope stipulated under the tender document. No extra and other charges shall be paid except these rates. However, as stated above at Para No:- 2, MEGA may hike wages/rates of particular category, particular person/s at its discretion at any point of time.
4. In case of rate revision by labour department on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by MEGA to agency accordingly. However, Agency has to ensure payment to deployed staff as per legal norms to comply.
5. Bidder is advised to go through latest labour department notification on minimum wages of skilled/semi-skilled/unskilled labour to quote accordingly as bidder will wholly responsible to comply with law.

(16) BID OPENING AND EVALUATION:

(16.1) The tender committee of MEGA will open the Pre-qualification (Primary) / Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

(16.2) The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected.

(16.3) Conditional Bids will also be summarily rejected.

(16.4) Financial bids of only the technically qualified bidders will be opened for evaluation.

(16.5) Overall L1 will be calculated manually by multiplying the number of Security Supervisors/Security Guards/Field Officer as mentioned in Annexure-II A against the Per Person Per Month Bid (Mentioned in 'F' row which is 'A' + 'B' + 'C' + 'D' + 'E' row of Annexure-II B) submitted by Bidders in the online Price Bid.

However, if Required, Agency's Service charge as mentioned in column 'E' may also be examined and a reasoning/detailed break-up of the same may be sought from the bidder to arrive at a final decision by MEGA.

(16.6) Any bid mentioning lower rates than minimum wages in 'A' of Annexure-II B will be rejected. Agency has to check latest minimum wages act for quoting minimum wages as per skill/semi-skill/unskilled personnel.

(16.7) Any bid not mentioning statutory compliance of employer's contribution towards provident fund (13.15%) and ESIC (4.75%) separately in Annexure-II B will be rejected.

(16.8) The successful L1 bidder of the price bid will be called for the presentation on its vendor capabilities for providing the services at MEGA Co. Ltd.

(17) ISSUANCE OF LETTER OF ACCEPTANCE (LOA) AND AWARD OF CONTRACT:

(17.1) Prior to the expiration of the bid period, MEGA Co. Ltd. will notify the successful bidder in writing by a letter of acceptance through mail that its bid has been accepted.

(17.2) The issue of Letter of Acceptance (LOA) shall constitute the intention of MEGA Co. Ltd. to place the Purchase/Work Order with the successful bidder.

(17.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee in conformity with the bid documents, in stipulated time line(i.e. within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and MEGA Co. Ltd on suitable stamp and after that EMD will be released.

(18) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in stipulated time as mentioned in clause 26 shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond/EMD, in which case MEGA Co. Ltd. may make the offer to any other bidder at its discretion or call for new bids.

(19) POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the MEGA Co. Ltd. in its bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

(20) MISCELLANEOUS:

(20.1) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

(20.2) MEGA Company Ltd. may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by the any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidding agency/contractor contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and his/her bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and his/her bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder will also include remarks of its respective clients/principal employer about no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous

clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.

(20.3)The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

(20.4)The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform MEGA Company Ltd.

(20.5 Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at smadmin@gujaratmetrorail.com within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.

(20.6) The decision taken by MEGA Company Ltd. will be final and binding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against MEGA Co. Ltd.

(21) Scope of Work:

(21.1) The scope of work shall include below but not limited to this only. The personnel deployed by The Agency at office/sites mentioned in Annexure IIA shall work under overall supervision & direction of MEGA Administration.

(21.2) The security personnel will work on 8 hours shift basis and if any one becomes absent alternate arrangement should have to be made immediately.

(21.3) The Agency shall get the Guards and Supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. MEGA shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.

(21.4) The Agency shall ensure that its personnel do not at any time, without the consent of The MEGA in writing, divulge any information, documents, accounts matter or transaction undertaken or handled by MEGA and shall not disclose to any information about the affairs of The Agency and The Company. The clause does not apply to the information, which becomes public knowledge.

(21.5) The Agency shall bear all the expenses incurred on the following items such as uniform, provision of torches and cells, lathis/ballams and all other affiliated items/facilities pertaining to providing mentioned services to security staff, required stationery and the registers at security check points and records keeping as per requirements.

(21.6) Close liaison should be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the security guards.

(21.7) In the event of any damages or losses caused by way of theft or pilferage of office properties, the officer-in-charge of security shall hold a preliminary enquiry and send a report to us. If it is felt necessary to report the case to the police, a complaint will be lodged accordingly and assistance will

be rendered to police in order to trace the accused and recover the property and process the case in the Court of Law.

(21.8) In the event of any loss incurred/occurred to MEGA, as a result of any lapse on the part of The Agency, such loss will be recovered from the amount payable to The Agency. The decision of M.D. shall be final and binding on The Agency.

(21.9) The Agency shall ensure protection of the personnel & property of MEGA, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the offices/sites/depots of MEGA Company Ltd.

(21.10) The Security Supervisor will be responsible for overall security arrangement of MEGA Company Ltd. covered in the contract.

(21.11) Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.

(21.12) No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.

(21.13) No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.

(21.14) The officers and staff of MEGA will keep the Identity cards with them for checking and allowing entry by the security personnel.

(21.15) Deployment of Guards/Gunmen/Security Supervisors shall be as per the instructions of the authorities of MEGA and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

(21.16) Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.

(21.17) The Agency shall maintain an attendance register in which day to day deployment of the personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by authorised representatives of MEGA.

(21.18) All liabilities, of the personnel deployed, arising out of accident or death while on duty shall be completely borne by the Agency.

(21.19) The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by MEGA in daily job routine.

(21.20) The Security guards should be covered under ESI scheme and PF with no liability whatsoever to MEGA in this regard. The wages paid to them should strictly comply with Minimum Wage Act and Contract Labour (R & A) Act.

(21.21) The Agency is solely responsible for payment of monthly salary including leave salary, bonus, gratuity, etc. to the security personnel as applicable to them by law.

(21.22) License from Labour Department as per section 12 of Contract Labour (R & A) Act, 1970 should be obtained for the contract work within 30 days of award of contract.

(21.23) The agency shall be completely/solely responsible for making payment of monthly salaries and other admissible allowances to their personnel under Minimum Wages Act and other statutory provisions and MEGA shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel. As per the orders of the Govt. of Gujarat, the Agency is required to make the payment of the salary/wages to their employees through Cheque /bank Transfer and the copy of the same shall be submitted to MEGA. The Agency shall also follow the rules pertaining to Labour Contract and PF and it will be sole responsibility of the agency to insure its deployed Security Personnel under Group/Personal Insurance policy. It will be a sole responsibility of the agency to make payment to the deployed Security Personnel as per the latest norms/rates of Minimum Wages, statutory norms and any other admissible allowances to the personnel under any law of government.

(21.24) The personnel deputed will be rotated every six months unless specifically requested otherwise by the Competent Authority of MEGA. Any change in the deployment of Security Personnel will be intimated to MEGA in advance by the agency.

(22) DEPLOYMENT OF STAFF:

(22.1) Guards are to be provided for day and night (round the clock) vigilance of the office premises, sites, depots and its assets.

(22.2) The lower age limit of the guard shall not be less than 21 years and the upper age limit shall not be more than 55 years. The age criteria should be adhered to strictly.

(22.3) Guards to be deputed should be literate and experienced to the similar job. The personnel engaged should be of robust physique and project an image of utmost discipline. They shall be extremely courteous with pleasant mannerism in dealing with the officials/staff/representative/guests of MEGA. They shall perform their duties diligently and afford protection to the movable and immovable properties including checking of two-wheelers, cars, maintenance of entry registers and such other duties that may be assigned by our officers concerned from time to time.

(22.4) The guards should be skilled in traffic management, fire fighting and first aid treatment.

(22.5) The security personnel should be in standard uniforms, safety shoes, identity badges, torches, baton (Rain boots and Rain coats for usage during Rainy season).

(22.6) Security personnel shall also ensure door keeping duties.

(22.7) Entry of the street-dogs and stray cattle into the offices / site offices is to be prevented. It should be at once driven out.

(22.8) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open, all over the premises.

(22.9) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

(22.10) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

(22.11) In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of MEGA Company Ltd. Guards/Supervisors should be sensitized for their role in such situations.

The Security Guard on duty shall not leave the premises until his reliever reports for duty.

(22.12) The agency has to deploy minimum 33% of ex-serviceman (ex-army/ex-paramilitary) from the total deployment at MEGA Co. Ltd.

(22.13) The agency has to take prior approval/consent from MEGA Co. Ltd. before deploying any Security Personnel, who worked in previously deployed agency of MEGA, at any of the offices/sites/premises of MEGA.

(22.14) The Agency has to initially deploy required Security Personnel as mentioned in the Annexure-II A.

(22.15) The requirement of Security Personnel may increase or decrease during the contract period and the agency will have to deploy its Security Personnel accordingly without any objection.

(22.16) Daily Report to be submitted by Field Officer on any incidents happen in any office/site or Depots with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etcetera.

(22.17) To ensure all movements of man and materials to be recorded and to be documented in valid manner which may be asked by MEGA to review time to time.

(23) Period of Contract:

The initial Contract shall be valid for a period of One year which is further extendable by One year at a time subject to review and satisfactory performance of the Agency.

(24) Payment Terms:

Payments shall be made on monthly basis within 15 working days after submission of statutorily complied bills in the succeeding months. The Agency shall submit the bills before 5th of every month along with the certificate of satisfactory work done given by MEGA CO.LTD. The agency has to make payment to its Security Personnel deployed at MEGA before 5th of the every month. Payment to the agency staff by the agency will not depend on the clearance of the bill submitted at MEGA Co. Ltd. If agency fails to make payment to its Security Personnel deployed at MEGA before 5th of every month, it will be viewed as a service lapse and suitable penalty as decided by MD, MEGA Co. Ltd. may be deducted from its monthly invoice/bill. Along with invoice, below documents to be submitted by agency after then only payment will be processed by MEGA.

1. Attendance Sheet Records
2. Wages Register
3. PF/ESI and Professional Tax Challan duly paid by the agency
4. PF/ECR File and ESI contribution Statement
5. Daily Report Summary with supporting

(25) Deduction for Exceptions:

(25.1) In case of any of The Agency's personnel deployed under the contract is (are) absent or fails to report in time and Agency is unable to provide suitable substitute in time, a penalty equal to double the wages (per day) of the number of Security Personnel absent on that particular day shall be levied by MEGA and the same shall be deducted from The Agency's bill. Repetition of such incidents may be resulted into termination of contract or substantial penalty decided by MEGA officials.

(25.2) In case any public complaint is received attributable to misconduct/misbehaviour of The Agency's personnel, & is assessed as true by MEGA administration, a penalty of Rs. 1,000/- (Rupees One Thousand Only) for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same MEGA may terminate the contract.

(25.3) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by MEGA from The Agency from subsequent bills without consent of the agency at MEGA's discretion.

(25.4) MEGA will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.

(25.5) Rs.1000 (Rupees One Thousand Only) per day will be deducted if any working day's report is missing along with the bill or not signed off by MEGA officer in case of not satisfactory work.

(25.6) Rs.1000 (Rupees One Thousand Only) per day per person will be deducted if any staffs of agency are not in proper grooming standards or without uniform or without ID card.

(25.7) If any repetitive lapses are found in the performance of the duty by the agency or on any particular incident negatively affecting the working of MEGA, a suitable amount of penalty as decided by MD, MEGA Co. Ltd. will be deducted from the agency's monthly bill/performance guarantee.

(26) Performance Guarantee:

The Agency shall deposit Performance Guarantee within 7 calendar days from the order received for a sum of Rs10,00,000/- (Rupees Ten Lakh Only) in the form of DD, PO, a bank Guarantee or Fixed Deposit from nationalised bank from its branch in Gandhinagar / Ahmedabad valid for a period of sixty days after the date of completion of all contractual obligations. In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of MEGA Company Ltd. This Bank Guarantee shall be released only after 60 Days from the date of expiry of the contract.

(27) Sub Contracting:

The Agency shall not sub-contract any part or whole part of the rate contract or any activity mentioned in the tender to any sub-contractor.

(28) Change in Terms and Conditions/Contract:

MEGA CO. LTD. shall reserve all rights to make changes in the terms and condition or variation in the mentioned contract/tender by a notice in writing to the agency. The agency will be bound by the same and no representation in the said manner will be allowed / entertained.

(29) Termination:

(29.1) If The Agency fails to perform its duties/functions satisfactory as prescribed by MEGA CO. Ltd., MEGA reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.

(29.2) The Contract shall be considered as terminated in the event of the death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. MEGA has to complete process to appoint the new agency during the mentioned period.

(29.3) If Agency does not desire to continue the contract, in such case, it has to give three months' notice in advance to the Company and its security deposit will be seized.

(29.4) In addition to the any provision of this contract, MEGA CO. LTD. can terminate the contract without providing any reason to the agency by giving notice in one month in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.

(29.5) Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by MEGA. In such a case, the security deposit will also be forfeited.

(30) Statutory Compliance with Laws, Regulations and Orders:

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorised agencies of any government in India and maintain valid record for verification of the statutory authorities as well MEGA Co Ltd as and when required.

(31) Applicable Law:

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Gandhinagar, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

ANNEXURE – I

1	Name Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with	
4	Please specify as to whether Tenderer is sole proprietor / Partnership Firm. Name, Address and Telephone No. of Director / Partners should specified	
5	PAN Card no issued by Income Tax Department	
6	Employee Provident Fund Account No.	
7	ESI Number	
8	Registration No. under Contract Labour (R & A) Act	
9	Details of Bid Security Deposit/EMD & Tender Fees a) Amount	
	b) FDR No. or DD No. or Bank Guarantee in favour of	
	c) Date of Issue	
	d) Name of Issuing Authority	
10	Experience Details as mentioned in T&C 14 (Organization wise, the details be furnished separately)	
	a) Name of organization where Security Services provided by your agency	
	b) Address of organization where Security Services provided by your agency	
	c) Contact Person and Telephone No of organization	
	d) Registration No. of the organization	
	e) Period of service	
11	Any other Information	
12	Any other Declaration by the Bidder	

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name, Designation and Address with seal

ANNEXURE –II B FOR FINANCIAL BID (TO BE SUBMITTED ONLINE ONLY)

SR. NO.	RATE OR SALARY OR WAGE BREAK UP	Field Officer	Supervisor	Security Guard/ Lady Security Guard
A	BASIC+ DA [Should not be less than Minimum Wages (MW) as per law] MW varies time to time as per government guidelines and Bidder must ensure rate more than current MW.	Managerial Cadre	More than MW of Skilled labour	More than MW
B	Other Allowances if any (HRA, Conveyance, City Allowance, Lodging, Boarding Etc.)			
C	Relievers Charges (All security personnel to be given one weekly off and relievers to be provided to ensure 24x7 security)			
D	EMPLOYER'S CONTRIBUTION including Leave (1 day leave per 20 working days), BONUS (8.33% minimum of MW), UNIFORM & PF (13.15%), ESIC (4.75%) of Employer's contribution			
E	Agency's Service Charge in % on (A+B+C+D) & system will calculate In rupee value			
F	TOTAL Final Bid per Security Personnel (A+B+C+D+E)	Not to be filled, system will calculate automatically		

Rates to be quoted excluding GST.

E = % Service Charge on (A + B + C + D)

F =A+B+C+D+E , which is Final Bid per Security Personnel category wise

To award the tender, L1 criteria shall be total of column F of above annexure II B where bidder is independent to quote category-wise rate per month (In 'A', 'B', 'C' and 'D') along with service charge in percentage (In 'E'). These rates shall be after taking into account all terms, conditions and scope stipulated under the tender document. No extra and other charges shall be paid except these rates.

Overall L1 will be calculated manually by multiplying the number of Security Supervisors/Security Guards/Field Officer as mentioned in Annexure-II A against the Per Person Per Month Bid (Mentioned in 'F' row which is 'A' + 'B' + 'C' + 'D' + 'E' row of above Annexure-II B) submitted by Bidders in the online Price Bid.

ANNEXURE- III

(ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

UNDERTAKING

To,
The Chief Administrative Officer,
MEGA Company Limited,
Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

Name of the Tenderer/Bidder _____

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of The Private Security Agencies (Regulation) Act, 2005, Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted and terminated by any client in India.
5. I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies. We were never cited by any regulatory agency for a safety violation in the last five years.

**(Signature of the bidder)
Name, Designation and Address
(With seal)**

ANNEXURE- IV

- **ORDER FOR ARRANGEMENT OF DOCUMENTS IN THE TECHNICAL BID:**

- i) Signed/stamped copy of the tender document as token of acceptance of all the terms & condition of the entire tender document
- ii) Valid License Copy from the controlling authority under section 7(5) of “The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005] with sing and stamped.
- iii) Signed/stamped copy of PAN / GIR Card.
- iv) Signed/stamped copy of audited Balance Sheet and Profit & Loss a/c for last 3 year.
- v) Copy of Registration of Agency.
- vi) Signed/stamped copy of service Tax registration letter / certificate and GSTIN.
- vii) Signed/stamped copy of the P.F. registration letter / certificate.
- viii) Signed/stamped copy of the E.S.I. registration letter / certificate.
- ix) Signed/stamped copy of valid Registration Number under Contract Labour Act and under any other Acts/Rules of the Agency/Firm/Company for previous assignment;
- x) Signed/stamped copy of the latest IT return filed by agency.
- xi) Annexure-I along with Experience certificates.
- xii) Undertaking on Rs. 100/- as per Annexure-III.
- xiii) Other documents/supporting as mentioned in the entire tender document and T&C 13.3 (submission of bids).