



Gujarat Metrorail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)

Tender No. GMRC/O&M/SECURITY SERVICES/E-W/PH-1/2022
Date: 21-03-2022

**“TENDER FOR PROVIDING SECURITY SERVICES/MANPOWER FOR EAST-WEST
CORRIDOR STATIONS & APPARELPARK DEPOT OF PHASE-1 OF GMRC”**

TENDER DOCUMENT Comprises of:

- ***Notice Inviting Tender***
- ***Eligibility Criteria***
- ***Tendering Process***
- ***Instruction to Bidder***
- ***Scope of Work***
- ***Terms and Conditions of Contract***
- ***Annexure – 1 to 17***



Issued by

Gujarat Metrorail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: www.gujaratmetrorail.com

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Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – I, NOTICE INVITING TENDER

Press Notification:



GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

TENDER NOTIFICATION No: GMRC/O&M/SECURITY SERVICES/E-W/PH-1/2022

Date: 21-03-2022

E-Tenders are invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
Tender for Providing Security Services/Manpower for East-West Corridor Stations & Apparel Park Depot Phase-1 Of GMRC	25,000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying / downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on 12-04-2022.

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

Sd/-

**Managing Director
GMRC, Gandhinagar**

Signature & Stamp of Bidder (Authorised Person from Bidder)

NOTICE INVITING TENDER

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED.
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

1.1.1 Name of Work:

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED invites Open Tenders under single stage, two packet system from **Agencies**, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the work, **“Providing Security Services for East-West Corridor Stations & Apparel Park Depot Phase-1 Of GMRC”**

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/O&M/SECURITY SERVICES/E-W/PH-1/2022
B. Name of Work	“Tender for Providing Security Services/Manpower for East-West Corridor Stations & Apparel Park Depot Phase-1 Of GMRC”
C. Estimated Amount of Work	INR 25.47 Crore
D. Tender Fees (Non-refundable)	INR 25,000/- only inclusive of GST [Demand Draft /Banker’s cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED, payable at Gandhinagar/Ahmedabad] D.D./Banker’s Cheque (in original) shall be accepted only up to 15:00 hours on date of bid submission in the office of Senior Deputy General Manager- Civil & Procurement (Copy of GST registration no. to be provided along with Tender fee)
E. Tender Security /EMD	Amount of EMD:- INR 25,47,000/- (Refundable) [Demand Draft /Banker’s cheque/ Pay Order/Bank Guarantee drawn on a Scheduled Commercial Bank based in India and should be in favour of “GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED” payable at Ahmedabad/Gandhinagar.

Signature & Stamp of Bidder (Authorised Person from Bidder)

<p>F. Last date of Submission of Queries/clarifications from Tenderers</p>	<p>Date:-28-03-2022, 17:00 Hrs, Queries/clarifications from bidders after due date and time shall not be acknowledged. The interested applicants can send their Queries/clarifications through E-mail to snehal.shah@gujaratmetrorail.com on or before 28-03-2022</p> <p>The bidder shall submit their queries to above mentioned mail id in excel/word format as below</p> <table border="1" data-bbox="754 539 1445 629"> <thead> <tr> <th>SL No.</th> <th>Volume No</th> <th>Volume Name</th> <th>Clause No.</th> <th>Page No.</th> <th>Tender Condition</th> <th>Tenderer's query</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	SL No.	Volume No	Volume Name	Clause No.	Page No.	Tender Condition	Tenderer's query							
SL No.	Volume No	Volume Name	Clause No.	Page No.	Tender Condition	Tenderer's query									
<p>G. Last Date and time of submission of E-Tender</p>	<p>Date: 12-04-2022, 15:00 Hrs</p> <ul style="list-style-type: none"> Financial Bid is to be filled up on the online portal https://gmrc.nprocure.com as per details required to be provided and mentioned in the Annexure - 3, Pricing Document of the Tender document. Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://gmrc.nprocure.com. There shall be no change in technical bid submitted online & in physical form. In case of any change, then the submission made online will be considered for evaluation 														
<p>H. Opening of Technical Bid</p>	<p>On the day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)</p>														
<p>I. Date and Time of opening of online Financial bid</p>	<p>Will be intimated later to technically qualified bidders through e-mail/ phone.</p>														
<p>J. physical submission of Technical Bid (i.e. Technical Bid comprises of Tender fees, Tender Guarantee, Technical Bid & signed copy of Tender Document, Addenda & Clarifications)</p>	<p>Senior Deputy General Manager- Civil & Procurement, GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED. (SPV of Govt. of Gujarat and Govt. of India)</p> <p>Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India</p>														
<p>K. Tender validity</p>	<p>180 days from its submission date</p>														
<p>L. Bid Security validity</p>	<p>180 + 60 = 240 days from the last date of submission of technical bid.</p>														

Signature & Stamp of Bidder (Authorised Person from Bidder)

M. Performance Guarantee	3% of Contract Value.
N. Contract Period	1 (one) year from the date of award of contract and further extendable upto 2 (two) years if performance of agency is found satisfactory

*Tender Cost and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dat. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category “**Security Services**” and have valid registration certificate as on date of tender submission.*

The MSEs would not be eligible for exemption of tender security if;

- either they are not registered for “**Security Services**” category.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from ‘tender security’, being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. “**Security Services**” and Terminal Validity of registration.

In absence of any of the above requirements no exemption for ‘tender security’ will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

No further clarification shall be sought on the above.

Notes:

1. *In case bidder is a JV/Consortium, then registration of bidder with the bodies mentioned above must be in the name of JV/Consortium.*

2. *In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small*

Enterprise, and;

- (i) *withdraws his Tender during the period of Tender validity; or*
- (ii) *becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or*
- (iii) *refuses or neglects to execute the contract; or*
- (iv) *fails to furnish the required Performance Security within the specified time,*

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/annulment of award of contract as the case may

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be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security.

Further the employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.

(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to

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procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

- iv. A firm can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV/Consortium shall be one who has experience of similar work as mentioned in clause 2 and 3 of Section –II (Minimum Eligibility Criteria).

The payment of the tender fees is acceptable from account of bidder only. However, in case of JV/Consortium, the tender fees can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium. If Tender Fees has been made from other than the account mentioned before, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

- v.(a) GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure-13 of Tender document.

- v.(b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by GMRC / any other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure-13 of Tender document.

- v.(c) The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going similar works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation of value more than 40% of NIT cost of work and also for all the completed similar works awarded by GMRC / any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Annexure-13A of tender document**. The tenderer (all members in case of

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JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Annexure-13A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the on-going works. **In case the tenderer doesn't have any work falling in the above criteria, his performance will not be judged unsatisfactory.**

- v.(d) Tenderer (including any member in case of JV/consortium) for the works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering / Electrical / Signalling / System / Traction Works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in **Annexure-14** of Tender.
- v.(e) If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **Annexure 13 or Annexure 13A or Annexure 14**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- v.(f) If there is any misrepresentation of facts with regards to undertaking submitted vide Annexure-13, or performance in any of the works reported in the Annexure 13A, or undertaking submitted vide Annexure-14, the same will be considered as "fraudulent practice" the tenderers will be rejected.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Annexure-5** of Form of Tender.

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vii. LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM

- (a) Lead partner must have a minimum of 26% participation in the JV/Consortium.
- (b) Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- (c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- (d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of **Annexure 4A** of Tender document, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/ non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and acted accordingly.
- (e) The Employer in such cases, may in its sole discretion take action against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in GMRC or take action to terminate the contract in part or whole as the situation may demand and recover the cost/damages as provided in contract.

viii. Participation by Subsidiary Company / Parent Company with credential of other Company

- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).

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(A) Purchase Preference to Local Suppliers/Preference to Make In India:

Only 'Class-I local supplier' and 'Class-II local Supplier', as defined below, are eligible to participate for the subject tender.

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% for the subject tender, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a class- I local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining

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- quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self- certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the class-I local supplier/ class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-10 and Appendix-11 of tender document duly filled to be uploaded along with the technical bid. In case, bidder do not upload/submit Appendix-10 and Appendix-11 of tender document duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

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e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

(B) Bidder from a country, which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website : <https://doe.gov.in/procurement-policy-divisions>.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- (a). An entity incorporated, established or registered in such a country; or
- (b). A subsidiary of an entity incorporated, established or registered in such a country; or
- (c). An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d). An entity whose beneficial owner is situated in such a country; or
- (e). An Indian (or other) agent of such an entity; or
- (f). A natural person who is a citizen of such a country; or
- (g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or

2. Voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

Signature & Stamp of Bidder (Authorised Person from Bidder)

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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1.1.3.2 Security Services to be provided at below mentioned Metro Stations and Depot in Ahmedabad.

(a) The consolidate requirement will be as under

Ser No	Name of Depot/ station	Field officer/ supervisor	Armed SG	ESM	Civil Security Guards (Male/Female)
1	VTLG		7	14	12
2	NTPCR		7	14	12
3	Vastral		7	14	12
4	RBCY		7	14	12
5	Amraiwadi		7	14	12
6	Apparel Park		7	14	12
7	East Kankariaya		7	14	12
8	Kalupur		7	14	12
9	Gheekanta		7	14	12
10	Shahpur		7	14	12
11	Old High court		7	14	12
12	SP Stadium		7	14	12
13	Commerce Six road		7	14	12
14	Gujarat University		7	14	12
15	DDK		7	14	12
16	Gurukul		7	14	12
17	Thaltej		7	14	12
18	Thaltej village		7	14	12
19	Apperal Park Depot		6	9	30
		3			
20	Supervisor for each leg	6			
21	Armed SG for one Depot for BP morcha		6		
22	OCC ARPD	3		3	3
TOTAL		12	138	264	249

In place of ESM Armed Guard, Unarmed ESM guard may be deployed.

The detail bifurcations of providing Security Services may be referred at Annexure – 3A (i.e. Details of Security Guards and Ex-Servicemen)

The deployment of guards will be in phased manner, initially for selective nonoperational and operational stations. The service provider to provide manpower as require by GMRCL. Once the stations are opened up for revenue services, the requirement will increase and required component of manpower will be deployed for metro security. The GMRCL reserves the right to vary the order to deploy partial/total security personnel at the time of awarding the contract or during the contract dynamically as per the requirement arise from time to time.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Notes to Bidders:

- (1) The tenderer may download the tender document along with Addendum (if any) from N Procurement's site <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com. The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.
- (2) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on N Procurement and GMRC website, as mentioned above.
- (3) The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Managing Director, [Attn: Sr. DGM (Civil & Proc.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, email id: snehal.shah@gujaratmetrorail.com
- (4) The Tender Document comprises of following documents;
 - Section – I, Notice Inviting Tender
 - Section – II, Eligibility Criteria
 - Section – III, Tendering Process
 - Section – IV, Instruction to Bidder
 - Section – V, Scope of Work
 - Section – VI, Terms and Conditions of Contract
 - Annexure – 1 to 17
- (5) GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.
- (6) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (7) If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- (8) Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – II, MINIMUM ELIGIBILITY CRITERIA

1. The bidders, participating in the tendering, must have valid License from the controlling authority under “The Private Security Agencies (Regulation) Act, 2005” and valid for state of Gujarat.” Bidder should have take necessary Registration for providing ex-servicemen and gunman as required by tender document.
2. Work Experience

The tenderers will be qualified only if they have successfully completed work(s) during last 7 years ending last day of the month previous to the month of tender submission as given below

(i) At least one work for “**providing minimum 531 numbers security personnel’s for a minimum period of one year with annual value of work \geq Rs. 20.37 crores or more**”.

OR

(ii) At least two works for “**providing minimum 332 numbers security personnel’s for a minimum period of one year with annual value of work \geq Rs. 12.73 crores or more**”.

OR

(iii) At least three work for “**providing minimum 266 numbers security personnel’s for a minimum period of one year with annual value of work \geq Rs. 10.19 crores or more**”.

The satisfactory work completion certificate must be produced along with work order or contract agreement mentioning value of work. The similar work of providing Security Services shall be as envisaged in the tender document. The similarity and suitability of the experience shall be assessed by GMRC on the basis of documentary proof furnished for the purpose. GMRC may make cross-reference to confirm the documentary evidences. The details to be furnished in Annexure-2(A) along with documentary evidence.

Similar work for this Contract shall be “Providing Security Services” in any Metros/ Railway/ Airports/ Government PSUs/ Public Limited Company/ Reputed Private Company

Notes:

- The tenderer shall submit details of work executed by them in the prescribed format as per Annexure-2A of tender document for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof shall not be evaluated.

Signature & Stamp of Bidder (Authorised Person from Bidder)

- Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
- If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work (for providing security services)" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

3. **Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below :-

- (i) T1-Liquidity: It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the last audited balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in Annexure- 12 of Tender document), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of INR **3.39 Crore** for this contract, net of applicant's commitments for other contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not more than 3 months old as on date of submission of bids.

The Banking Reference should be on the letter head of the Bank with name & designation of official signing it.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation =M and member-2 has percentage participation = N.

Signature & Stamp of Bidder (Authorised Person from Bidder)

If minimum liquidity required is 'W' then liquidity of member-1 $\geq WM/100$ and liquidity of member-2 $\geq WN/100$

(ii) T2- Profitability: Profit before Tax should be Positive in at least 2 (two) years, out of the last five audited financial years.

In Case of JV: The profitability of only lead member shall be evaluated.

(iii) T3-Net Worth: Net Worth of tenderer during last audited financial year should be \geq INR **5.09 Crore** In case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has = N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV will be = $(AM+BN)/100$.

(iv) T4- Annual Turnover: The average annual turnover of the tenderer from security services during last five financial years should be \geq INR **20.37 Crore**.

The averages annual turnover of JV will be based on percentage participation of each member. Example: Let member 1 has percentage participation = M and Member 2 has percentage = N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be = $(AM+BN)/100$

Notes:-

Financial data for last five audited financial years has to be uploaded by the tenderer in **Annexure-2A** of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature along with UDIN No. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit (As per format provided in Annexure- 9 of Tender document certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not uploaded, the tender may be considered as non-responsive.

4. Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

Bid capacity will be calculated based on the following formula:

Available Bid Capacity = $2*A*N - B$

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Where,

A = Maximum of the value of works executed in any one year during the last five financial years (updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of this work.

B = Value of existing commitments (as on the last day of the previous month of tender submission) for on-going works during period of **12 months** w.e.f. from the first day of the month of tender submission.

Notes:

- Financial data for last five financial years has to be uploaded by the tenderer in **Annexure-16** of Tender along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- Value of existing commitments for on-going works during period of **36 months** w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in **Annexure-17** of Form of Tender. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- In case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Group:

Suppose there are '**P**' and '**Q**' members of the JV / group with their participation in the JV/ group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out '**X**' and '**Y**' respectively, then Bid Capacity of JV / group shall be as under:

Bid Capacity of the JV / group = $0.7X + 0.3Y$

5. Clearance certificate from concerning ESI & PF department of client firm/company (of which experience certificate shall be produced as mentioned in point no.3) is required to enclose for above mentioned similar work experience in last 5 years. A documentary proof in this regard must be furnished. Bid/s without the documentary proof shall be liable for summarily rejection.
6. Submission of Undertaking by the Bidder on the following as per Annexure 5:
 - a) No existing litigation
 - b) Never blacklisted, terminated by any client in India

Signature & Stamp of Bidder (Authorised Person from Bidder)

- 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
8. The agency should have ISO 9001:2015 certification.
9. Bidder should have a registered office/Branch office in Ahmedabad. Documentary proof supporting office address like Shop And Establishment/PSARA/GST to be submitted
8. Bidder should have submitted the Copy of professional tax registration.
9. In case of insufficient bidders and the said qualifications, GMRC shall reserve right to dilute the criteria at its discretion for selection of a suitable agency for the work.
- 10 GMRCCL at its sole discretion reserves the right to award the contract to more than one agency if the rates are same.

Note:

1. The Agency may note that they have to submit necessary documentary evidence to fulfil the above mentioned minimum eligibility criteria.
2. Apart from above mentioned submissions, bidder is required to submit the following documents in their qualification cum technical bid.
 - a. IT Returns of last five years
 - b. Copy of Labour License, PF, ESI registration certificate
 - c. Copy of PAN, TAN, GST Registration number etc.
3. Financial data for latest last five audited financial years (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) has to be submitted by the bidder in Annexure-2(B) along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year (2020-21) is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' at Annexure- 9. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
4. The bidder are advised to submit his bid in spiral / binder book with index, page numbering, sign and stamp on each and every page.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – III, TENDERING PROCESS:

Gujarat Metro Rail Corporation (GMRC) Limited (herein after referred to as GMRC or GMRC Ltd), A Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies stationed locally in Ahmedabad and engaged in the business of providing Security services as per the requirements for GMRC for the period of one year and further extendable upto two years if the performance of the Agency is found satisfactory.

Tender is invited in two parts i.e. **(1) Technical Bid (both physical and online form) (2) Financial bid (online)**.

(1) Technical Bid (both physical and online form)

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

Envelope – 1, should marked as “Tender Fees and EMD(Tender Security)”,

Envelope – 2, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – 1. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

Envelope – 3, should marked as “Tender Document” containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

Hence, the outermost envelope/package will contain three sealed inner envelopes.

The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, “Earnest Money/Tender Fees”, Envelope – 2, “Qualification cum Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.

These three envelopes to be placed in a single cover clearly written on the top as “**Tender for Providing Security Services/Manpower for Depot and Stations of Phase-1 Of GMRC**” which should be submitted in physical form on or before the last date and time of tender submission. **Late submission of tenders will not be accepted.**

The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission to **Sr. DGM (Civil & Procurement)** at office address mentioned in the NIT, Key details.

Signature & Stamp of Bidder (Authorised Person from Bidder)

The successful bidder of the tender shall have to submit a Performance Guarantee in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of **3% of Contract Value** to be drawn in favour of “**GMRC Limited**” within 21 days from the issuance of LOA (Letter of Acceptance) with a validity of **90 days** beyond the expiry of contract agreement. The format of Performance Guarantee is given in Annexure-7.

Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorised person of the Agency.

(2) Financial bid (online)

Financial Bid is not to be submitted in physical form as it has to be filled up on portal **online** at <https://gmrc.nprocure.com>. 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 form for the financial bid is prescribed in tender document as ‘Online financial proposal’ at **Annexure – 3B**.

The power to accept a tender is vested with GMRC, 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 the 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 Bidder shall fill up the information in the **Annexure - 4** enclosed at the end of this document in clear and legible terms. Annexures will also have to be signed and stamped by the bidder 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 N Procurement and GMRC Ltd. regularly for any amendments, if any.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – IV, INSTRUCTION TO BIDDERS

(1) ONE BID PER BIDDER:

Each bidder shall submit only one tender as sole. The submission in JV / Consortium is not allowed.

(2) COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of the bid and GMRC 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 GMRC 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 GMRC / N Procurement website and these amendments will be abiding to the bidders. Bidders are advised to visit GMRC / N Procurement website regularly for updates in this regards.

(4) EXTENSION OF TIME:

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

(5) VISIT TO STATION / DEPOT:

The bidder is required to provide Security Services for various Offices of Depot and 32 number of metro Stations of GMRC. The bidder is advised to visit all these venues and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to GMRC 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:

GMRC reserves the right during the contract period to **change the manpower requirement during contract period without assigning any reason** and without any change in unit price quoted by bidder which shall be abiding to bidder.

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

GMRC Ltd. does not bind itself to accept lowest or any other bids and has the right to cancel the bidding process and reject all bids or some bids or 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) TECHNICAL BID SUBMISSION BOTH ONLINE AND PHYSICAL FORM: -

(11.1) Technical Bid (i.e. Qualification cum Technical Bid) to be submitted in three separate envelope comprising of following details / submission.

Envelope – 1, should marked as “Tender Fees and Tender Security”,

Envelope – 2, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – 1. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

and

Envelope – 3, should marked as “Tender Document” containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

These three envelopes to placed in a single envelope / cover clearly written on the top as “Tender for Providing Security Services/Manpower for Depot and Stations of Phase-1 Of GMRC” which should be submitted in physical form on or before the last date and time of tender submission to Sr. DGM – (Civil & Procurement) at Karmayogi Bhavan, Gandhinagar on or before the last date and time of tender submission.

The details to be submitted in Technical Bid (i.e. Qualification cum Technical Bid) are summarised in Annexure – 1.

(11.2) Tender Fee and Earnest Money Deposit (EMD)

Tender Fees: - Demand Draft or Pay-Order of **Rs.25,000/- (Rupees: Twenty Five Thousand Only) Non-refundable** as Tender Fees to be drawn in favour of “**Gujarat Metro Rail Corporation (GMRC) Limited**” payable at Gandhinagar/Ahmedabad on or before the last date and time of submission.

Earnest Money Deposit (EMD) of Rs.25,47,000/- (Rupees : Twenty Five Lakh Forty Seven Thousand Only) in the form of Demand Draft / Pay-Order / Fixed Deposit / Bank Guarantee to be drawn in favour of “Gujarat Metro Rail Corporation (GMRC) Limited”, payable at Gandhinagar/Ahmedabad on or before the last date and time of submission. For FD/BG, validity must be for 240 days (180 + 60 days) from the last date of bid submission.

(11.3) Technical bid without Tender Security, Tender fees shall be summarily rejected.

(11.4) EMD of the unsuccessful bidders will be returned to them after Issue of LOA to successful Bidder.

(11.5) No interest will be paid to the bidders on EMD submitted.

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

(11.7) EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

(11.8) 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 GMRC Ltd.

(11.9) The Technical Bid should consist of the following documents as per Annexure-1:

- a. Valid License Copy from the controlling authority under “The Private Security Agencies (Regulation) Act, 2005 valid for Gujarat State,
- b. DGR registration / empanelment certificate of bidder
- c. Copy of Valid Registration of the bidder (Agency/Firm/Company);(Shop and establishment).
- d. Annexure-I , 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, email address etcetera.
- e. Self-attested copy of PAN card of the Agency/Firm/Company under Income Tax Act;
- f. Self-attested copy of GST registration no. of the Agency/ Firm/ Company;
- g. Satisfactory work completion certificate as stated in eligibility criteria supported by documents from the concerned organizations on its letterhead along with necessary contact agreement copy or work order copy with details.
- h. Self-attested copy of valid Provident Fund(PF)/ ESI Registration Number of the bidder (Agency/Firm/Company);
- i. Self-attested copy of valid Registration Number under Contract Labour Act of the bidder for the client shown in experience table below (previous assignment);

SN	Name of Client	Work Period	Satisfactory work completion certificate (Yes/No)	Work Order Value	Copy of Labour License (Yes/No)
1					
2					
3					

- j. Proof of Average Annual turnover as stated in eligibility criteria supported by audited P&L statement and Balance sheet copy of Agency/Firm/Company along with CA certification clearly stating that annual turnover relates to revenue generated by providing security services.
- k. Annexure-5 (Undertaking on Rs.300/- stamp paper)
- l. Labour license as applicable.

(12) THE FINANCIAL BID SUBMISSION (ONLINE ONLY): -

Financial Bid is not to be submitted in physical form as it has to be filled up on the online portal <https://gmrc.nprocure.com>. 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

The tender form for the financial bid in Proforma prescribed in tender document as 'Online financial proposal' in **Annexure 3B**.

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 row F of Annexure 3 B) and other charges to be admissible for payment in accordance with the tender document shall be paid on monthly basis.
2. However, GMRC shall have prerogative to raise the wages at its discretion at any point of time during the contract period. GMRC 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. GMRC thereby intends to retain suitable person/s at its discretion. Agency, in this regard, shall be bound to follow the decision of GMRC and must make payment accordingly.
3. In row F of Annexure 3-B, 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, GMRC 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 GMRC 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.

Help Desk Link for E-Tendering: -

**In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team: -
(n)Code Solutions-A division of GNFC Ltd.,**

(n)Procure Cell
403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Fax : +91-79-40007533
E-mail : nprocure@ncode.in

TOLL FREE NUMBER : 7359 021 663

Operating System & System Requirements: -

Opening Website in IE 8/9/10 - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display all **Opening Website in IE 11**. - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display Intranet Sites in Compatibility View". Don't Close IE. And open the website.

Signature & Stamp of Bidder (Authorised Person from Bidder)

New DSC Purchase & Renewal L: 079 – 66743289/ 66743300 / 200

Email Id :	dscsupport@ncode.in
	dscsales@ncode.in

DSC Support Toll Free Number: 1800 - 419 - 4455

- (12.1) The financial bid submitted by bidder shall remain valid and open for acceptance 180 days from the date of bid submission.
- (12.2) 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 GMRC. 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.
- (12.3) 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 bidders are advised to make its own assessment and thereafter to quote.
- (12.4) It shall be the responsibility of the bidder / tenderer to ensure that this tender is submitted in both online and physical form (i.e. Technical Bid) and online form (i.e. Financial bid) on e-tendering portal <https://gmrcnprocure.com> before the deadline of submission. Non submission of any one of the above submission shall be considered as non-responsive and liable to be summarily rejected.
- (12.5) Rates shall be submitted after taking into account all terms, conditions and scope stipulated under the tender document. No extra and other charges shall be paid except the bid accepted by GMRC. GST will be paid extra. The financial bid is for one month (26 days) only, thus for remaining days, reliever allowances to be submitted by bidder.
- (12.6) In case of rate revision by labour department or DGR on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by GMRC to agency accordingly. However, Agency has to ensure payment to deployed staff as per legal norms to comply.
- (12.7) 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. For Civil security guards, Zone-I is applicable of Minimum Wages, GoG and for Ex- Servicemen, Area "A" is applicable of Minimum Wages of DGR, Gol.

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- (12.8) In Row "A", Bidder has to submit the amount category wise which shall be paid to security personnel as "Basic + DA". It must not be less than minimum wages as per law.
- (12.9) In Row "B", Bidder has to submit the amount category wise which shall be paid to security personnel as "Other Allowances" which includes HRA, Conveyance, City Allowance, Lodging- Boarding etcetera.
- (12.10) In Row "C", Bidder has to submit the amount category wise for relievers to ensure 24x7 security services at metro stations/depot. Financial bid is prepared monthly which is for 26 days, so for remaining days, bidder has to provide relievers considering all statutory obligations.
- (12.11) In Row "D", Bidder has to submit "Employer's Contribution" category wise which includes leave, bonus which may be paid to security personnel along with monthly salary as per prevailing Acts and other contribution to fulfil statutory obligations which includes PF, ESI etcetera.
- (12.12) In Row "E", Bidder has to submit service charge in "%" category wise which will be applicable to total amount ("A" + "B" + "C" + "D"), system will calculate service charge in rupees.

(13) BID OPENING AND EVALUATION:

- (13.1) The tender committee of GMRC will open the Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- (13.2) 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.
- (13.3) Conditional Bids will also be summarily rejected.
- (13.4) To assist in the examination, evaluation and comparison of Financial Package, the GMRC may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer/ Employer during the evaluation of tenders.
- (13.5) Financial bids of only the technically qualified bidders will be opened online.
- (13.6) It may be noted that Non-submission of Tender fees & Tender Guarantee will liable to reject the tender submission.
- (13.7) Overall L1 (mentioned in 'I' row of Annexure-3B) will be sum total of 'H' which will be calculated by multiplying the number of Security Supervisors/Security Guards/Field Officer as mentioned in Annexure-3 A against the Per Person Per Month Bid (Mentioned in 'F' row which is 'A' + 'B' + 'C' + 'D' + 'E' row of Annexure-3 B) submitted by Bidders in the online Price Bid.

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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 GMRC.

- (13.8) Any bid mentioning lower rates than minimum wages in 'A' of Annexure-3B will be rejected. Agency has to check latest minimum wages act for quoting minimum wages as per latest notification from labour department of GoG and DGR, Ministry of Defence, Gol.
- (13.9) Any bid mentioning lower rates for statutory compliance for any row or column of financial bid (Annexure 3B) as per prevailing Acts will be summarily rejected.
- (13.10)
- (a) Bids for two Security Service Tender Line-1 (i.e. East-West Corridor) and Line-2 (i.e. North-South Corridor) are being invited simultaneously and will be evaluated at the same time. When evaluating the financial offer / quote of two tenders, the Employer will take into account all possible permutations of the possible awards with the least overall Project / Security cost subject to tender Clause 13.10.
 - (b) The maximum number of contracts to be awarded to a Single firm or Joint Venture/Consortium for both the contracts (i.e. Line / Corridor 1 and 2) shall be one (1), i.e. the Bidder will be awarded either Line 1(i.e. East-West Corridor) or Line 2(i.e. North- South Corridor), but not both the Lines / Corridors.
 - (c) If the L1 Bidder of both the tenders/ Contracts are the same, the GMRC may negotiate with L2 and/or L3 bidder to achieve the least overall cost of the overall security arrangement. GMRC decision in this matter shall be final & binding to all the bidders.

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

- (14.1) Prior to the expiration of the bid period, GMRC will notify the successful bidder in writing by issuing Letter of Acceptance (LOA) through e-mail that its bid has been accepted.
- (14.2) The issuance of Letter of Acceptance (LOA) shall constitute the intention of GMRC to enter into an agreement with the successful bidder.
- (14.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee (as per Annexure-7) of 3% of Contract value in conformity with the bid documents, in stipulated time period which is within 21 (Twenty One) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC on suitable stamp and after that EMD will be released.
- (14.4) In absence of Contract Agreement, The duly accepted Letter of Acceptance signed by authorized parties (i.e. GMRC & Agency) shall be treated as Contract Agreement.

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in the form of Bank Guarantee / Demand Draft in stipulated time (within seven days of issuance of LOA) shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case GMRC may make the offer to any other bidder at its only discretion or may call for new bids.

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(16) POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the GMRC in its bid evaluation, bid comparison or award of the contract shall be resulted into rejection of the entire bid.

(17) CLARIFICATION OF TENDERS:

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

(18) MISCELLANEOUS:

(18.1) 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 into rejection of the bid.

(18.2) GMRC may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall 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.

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

(18.4) 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 GMRC and shall ensure to get all the details on time.

(18.5) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at snehal.shah@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.

(18.6) The decision taken by GMRC Ltd. will be final and binding to all the bidders in any aspect of the interpretation of the mentioned tender conditions/instructions, clarifications given for the queries which shall be abiding to all bidders and the bidder shall have no claim in any form against GMRC Ltd

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Section- V SCOPE OF WORK

(Hereinafter successful bidder is referred to as agency or service provider)

1. The Security guards provided by service provider has to ensure safety and security of all assets, staff, officials, passengers and public in large at metro stations and depot by deploying requisite trained security personnel as per deployment plan given by GMRC.
2. Contractor/Agency has to deploy security personnel as per requirement mentioned in tender document for various categories (Civil Security Guards (Male/Female), Ex-Servicemen with Arms and without Arms, Field Officer and supervisors subject to change in deployment arise and conveyed by GMRC time to time.
3. The personnel deployed for the security should have the knowledge of Metro Security, safety procedures, traffic management, crowd control, firefighting and first aid treatment.
4. All the personnel deployed should have undergone "Medical check-up" and be covered with all statutory requirements like PF, ESI, Gratuity etc. at the cost of the Contractor.
5. The rotation or change of man power during one quarter with new persons shall not exceed 20% of the total personnel deployed.
6. **The Contractor shall not deploy any person on Over Time (OT) and in case if OT is resorted to on any account, the Contractor shall pay OT payment along with the applicable statutory payments to staff deployed on OT and the cost shall be borne by contractor. If the Contractor fails to make such payments, GMRC will deduct such payments and release only after the Contractor shows the proof of having disbursed OT payment. GMRC will not pay OT payment under any circumstances.**
7. **The Contractor shall arrange to provide monthly wage slips to each employee indicating the details of payment and statutory deductions made there from. Failure to issue pay slips to staff will result in penalty of Rs. 10,000/- for each reported instance of non-receipt of pay slips.**
8. The deployment of guards will be in phased manner, initially for selective non operational and operational stations. The service provider to provide manpower as require by GMRC. Once the stations are opened up for revenue services, the requirement will increase and required component of manpower will be deployed for metro security. The GMRC reserves the right to vary the order to deploy partial/total security personnel at the time of awarding the contract or during the contract dynamically as per the requirement arise from time to time.

Without assigning any reasons **GMRC reserves the right to vary the deployment of number of security personnel at each stations/depot as per requirements from time to time at the same rate and the same terms and conditions of contract.** Such change in number of manpower shall be binding to the security agency. Decision of GMRC in this regard shall be final.

9. The Contractor/Agency shall ensure that its personnel do not divulge any information, documents, accounts matter or transaction undertaken or handled by GMRC at any time,

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without the consent of GMRC in writing, and shall not disclose any information about the affairs of the agency and the company. The clause does not apply to the information, which becomes public knowledge.

10. Contractor shall adopt the necessary security/safety procedures to avoid any type of accidents/injury to passengers, GMRC's personnel, or other public and to avoid damages to station assets.

11. REQUIRED QUALITITIVE REQUIREMENTS/ QUALIFICATIONS

Qualitative requirement criteria	Field Officer/Supervisor	Armed Ex Serviceman	Un Armed Ex-serviceman	Civil/Lady security guard
Educational qualification	12 th or Diploma	10th	10th	10th
Minimum experience with armed forces/PMF	17 years	17 years	17 years	Nil
Minimum service experience in security field	5 years as supervisor	2 years as armed guard	2 years	2 years
Minimum Height & maximum weight	5.6", max 80 kgs	5.6", max 80 kgs	5.6" max 80 kgs	5.6" max 80 kgs
Other requirements a. Minimum knowledge in self-defense, b. report writing, c. occupational safety, d. threat evaluation, e. emergency and bomb threat response f. protection of information, g. responding to emergencies, h. fire prevention and protection, i. legal aspects of providing security services	Require knowledge of (a) to (j)	Require knowledge of (a) to (j)	Require knowledge of (a) to (j)	Require knowledge of (a) to (j)

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j. Hand held radio /telephone communications.				
Age	Between 35 to 60 years	Between 35 to 60 Years	Between 35 to 60 years	Between 21 to 60 years
Physical condition: Able to perform physical tasks associated with the guard duties to which he/she is assigned. Possess the physical and psychological stamina for prolonged walking, standing, sitting and stooping.	Require	Require	Require	Require
Drug dependency and medication: Shall not be dependent on alcohol or other drugs; if using prescribed medication, it shall not hinder the performance of assigned guard duties;	Require	Require	Require	Require
Elementary knowledge in Hindi/ English ability and fluency.	Require	Require	Require	Require
Sex	Male	Male	Male /Female	Male /female
Health- Free from all communicable diseases and in good general health without physical defects or abnormalities, which would interfere with the performance of guard duty	Require	Require	Require	Require

Other common required Qualitative requirement for all security personnel

- a. Be able to relate and interact effectively and properly with members of the public.
- b. Be of good reputation and character
- c. Shall have to have eye sight 6 by 6.
- d. Understand guard orders and maintain guard logs and reports in national language.

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- e. Able to operate UHF hand set/baggage scanner/HHMD.
 - f. Shall be knowledgeable about physical security systems and deterrents, how to operate an alarm system.
 - g. Shall have the ability to follow instructions, communicate effectively, reliable, dependable, firm, courteous and tactful. Shall be able to comprehend orders and directives quickly. Shall have ability to take clear and decisive action especially during emergency situations.
 - h. Capable of handling telephone call in professional manner after working hours, including unwanted calls such as bomb threats etc
 - i. Trained prior to deployment at a minimum to have/show proficiency/knowledge in public relations, self-defense and minimum force, radio communication, access control, searching techniques, basic first aid, basic firefighting and occupational safety.
 - j. Basic computer proficiency – shall be able to use basic database for logging personnel entry/exit.
- 12.** In accordance with above qualification/criteria, the company is responsible for selecting candidates for employment. All personnel hired have to go through the selection process by GMRC official for approval process and may conduct interview if require.
- 13.** The security guards provided for duty at stations and depot should be competent to operate Baggage scanners, DFMDs, HHMDs, bomb blanket etc. Contractor will be held responsible for mishandling/damage to security gadgets provided by GMRC. Such amounts will be assessed by GMRC. The amounts so determined by GMRC will be recovered from the Contractor which shall be final and binding. GMRC shall conduct decoy tests any number of times at its discretion and if the efficiency and effectiveness of the security personnel posted at the entrances for scanning, frisking is found to be wanting, a penalty of **Rs. 10,000/- (Rupees Ten Thousand Only) will be imposed** upon the security agency for every such instance and will be recovered from the bills.
- 14.** The contractor shall provide in their proposal CVs for the key personnel (Supervisors and field officers) to be involved in the performance of the contract. Firms shall confirm that the nominated personnel shall not be changed without the approval.
- 15. All the Security Supervisors shall be PSARA certified which is mandatory. The Security Supervisors should have passed minimum HSC / Equivalent exam, should be able to read, write and talk in Gujarati/Hindi/English language. Similarly, Security Guards shall be PSARA 2005 certified. The Security Guards should have passed minimum SSC/Equivalent exam and should be able to talk and understand Gujarati/Hindi/English language.**
- 16.** The contractor/agency shall get the Guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a medical certificate to this effect for each personnel deployed. GMRC shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.
- 17.** The Company shall ensure that all personnel assigned to this contract have not been convicted of any serious criminal offence, including by a military tribunal, or found by a national or

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international authority to have breached criminal or humanitarian law in any jurisdiction. Further, in principle, they must not be subject to any ongoing judicial proceedings, including military, in respect of such offenses or violations and must meet the following minimum standards.

18. The Company personnel assigned to this contract must produce police verification in respect of all selected lot of guards and GMRC reserve the right to cross examine all or sample check.

19. Uniforms, Name badges & Photo identity cards:

- a. All Supervisory staffs and support staff shall wear neat & smart Uniform (Shirt, Pant, Shoes, cap, belt, baton etc.) with the logo of the Contractor's Firm.
- b. No Contractor's staff is to be found without uniform while on duty. If any staff is found without proper uniform, a penalty of Rs.250/- (Rupees Two Hundred Fifty only) will be levied on each occasion.
- c. All Supervisory and support staff shall be provided with Name badges & Identity Cards with photographs incorporating security features like hologram.
- d. Necessary Personnel Protective Equipment (Safety shoes, Helmet etc.) shall be provided by the Contractor as per standard requirements.
- e. Guards to be equipped with torches and lathis during night shift provided by the security agency.
- f. The Contractor shall get the Police verification done for all the personnel deployed and shall deploy only those whose Police verification has been done. Copy of such police verification along with copies of documents like Aadhar Card/Voters ID/Pan Card/Driving License etc., shall be provided to GMRC as and when required by GMRC.
- g. Contract shall provide Rain boots and Rain coats to all security personnel deployed at GMRC during Rainy season.
- h. The Agency shall bear all the expenses incurred on the items such as uniform, provision of torches and cells, lathis/ballams and all other affiliated items/facilities pertaining to providing services to security staff, required stationery and various registers at security check points as per requirements.
- i. Any shabby, torn, or dirty uniform worn by guard is subject to penalty of one-day composite wages of the guard to the agency.

20. Provision of Extra Manpower

- a. **The manpower requirement may be increased or decreased as per actual requirement at site/station/depot for which payment shall be made at the contracted rates. GMRC reserves the right to approve the number of security personnel required to be deployed at each Station/Depot. GMRC may require the contractor to replace the staff if their performance is not found satisfactory. In case of non-deployment of require staff as stipulated by GMRC, the GMRC may at its discretion, employ the required manpower at the risk and cost of the Contractor. This shall be binding on the Contractor. The notice period for increase or decrease will be as under: -**

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- I. If reliever not provided for guard rejected by GMRC for various reasons in 72 hours, penalty will be Rs. 1000/- per day per guard. The notice period will be 72 hours.
 - II. In case of increase in guards up to: -
 - Strength of 5 be provided within 8 hours,
 - Strength up to 10 be provided within 12 hours,
 - Strength up to 20 be provided within 24 hoursFailing to comply above, the vendor will be liable to earn penalty of Rs. 1000/- for each deficient guards.
 - III. Any reduction will be effective as communicated by GMRC official and there will be no notice period.
 - IV. The increase or decrease will be communicated by GMRC to the agency Security supervisor, their manager, to the agency office or proprietor in any form (by telephone, whatsapp, sms, email or a written letter) and the notice period starts from the time of communication. (including holidays).
- b. For reduction of manpower same time period depending upon quantum of reduction shall be provided to the agency.**
 - c. During any urgency or any special programs / events etc. additional manpower, as approved by the GMRC, should be made available for works not covered under scope of work. For extra manpower deployment, payment as per the Contracted rates will be made.**
 - d. The agency should be large enough to be able to deploy or demobilize the requisite number of security personnel at short notice without much problem. The agency should not come up with plea that they need more time for new recruitments for deployment etc.**
 - e. The agency has to take prior approval/consent from GMRC Ltd before deploying any Security Personnel, who worked with previously deployed agency with GMRC, at any of the offices/sites/premises of GMRC. No guard suspended on disciplinary ground by GMRC to be reinstated without permission from GMRC official.**

21. Other Conditions

- a. The attendance details certified by officer in-charge of stations / depots shall be the basis for payment in respect of wages for all personnel deployed by the Contractor. If requisite number of personnel is not deployed, it shall be construed as deficiency in performance of the Contract. The Contractor shall raise the bill on the basis of a monthly summary of the activities (in a format approved by GMRC) executed and verified by the Contractor & GMRC Official. The payment shall be made for the actual work executed.
- b. The monthly bill should be verified by external auditor hired by GMRC before submitted for payment process.
- c. To avoid monotony and lack of concentration, the duties and the shifts of the security guards should be changed/swapped every week. For example, the security guard doing general security duty at the entrance for frisking may be changed to baggage scanner etc., with a due record in the Register maintained by field officers.

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- d. The Contractor shall get the Police verification done at his cost, for all the personnel deployed and shall deploy only those whose Police verification is clear and no crime committed by guards in past.
- e. The Security Supervisor and Security Guards should be fully aware about the preventive security measures as well as measures to be taken when any untoward incident happens.
- f. The security guards shall be provided with lathis, ropes and equipment for crowd mob control. They should know the chain of command including contact numbers etc. of the concerned local authorities in the security set up for immediate communication. They should be aware of contact numbers of hospitals, taxi services available etc. so that in emergencies they can rush for medical aid without loss of time. The security guards should also assist and guide the commuters whenever required. They should be fully aware of the facilities available with GMRC for the commuters. They should be courteous and polite in their behavior.
- g. The requisite number of security guards shall always man the duty areas and shall leave their duty only after the reliever takes over the duties. In case of short supply in the sanctioned strength and leaving the duty before arrival of the reliever or found absent from place of duty a **penalty of Rs. 1000/- [Rupees One thousand only] per Guard per day will be levied from agency billing.**
- h. The Contractor should provide the services of security guards, supervisor, gun man and the field officers, who are acceptable to GMRC. If GMRC desires any change, for reasons given in writing or verbally the particular guard/supervisor be changed as conveyed by GMRC/immediately.
- i. During non-revenue hours, no person shall enter the station without valid ticket or card, and the same shall not be allowed by the security guards. If any person is found in the station without such valid ticket or card, then the same shall be construed as failure in the duty of the security system provided by the Contractor. In such a case, besides enquiry, there shall be **spot fine of Rs. 5,000 to Rs. 10,000.**

22. 'Variation'

GMRC reserves the right to vary the order to deploy total security personnel at the time of awarding the contract or during the contract dynamically as per the requirement of company from time to time at **the same rate and the same terms and conditions of contract.**

23. Role and Responsibility

Day to Day Activities of Security Personnel deployed by contract is mentioned below in brief.

- a. Manning the entry and exits of Stations, frisking of commuters at the entrances using metal detectors for security purposes.
- b. Each entry/exit /lady frisking booth shall be manned at least by one lady security guard for frisking and checking female commuters as per Standard Operating Procedure (SOP). Besides this, Security Guards will check baggage using Baggage Scanners. Only trained security personnel will be posted at entrances.

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- c. The security guards at platforms shall ensure the safety of the commuters and orderliness inside the stations premises. The security guards shall also have the duties of preventing unauthorized personnel in trains at terminal stations during turn back.
 - d. Security Guards shall watch, attend and properly deal with security risks like unattended objects, more than normal crowd, mischief by bullies, misbehavior by passengers etc.
 - e. They shall watch and ensure that unauthorized persons do not enter restricted area.
 - f. The security system should be such that there is a record of all the entrants. This is mainly done through the CCTV system, which is provided by GMRC. The Security agency should be capable of making good use of this facility for security purposes by deploying Computer qualified and trained personnel. Every Station has private area meant only for GMRC personnel. In this area public should not be permitted to enter.
 - g. The guards provided at station on baggage scanner and security surveillance center should be computer literate.
 - h. All entries in this area should be only with the prior permission of the authorized GMRC official. No official information, photos, records, or video footage of incident be shared with media person without permission from competent authority. The entry to media person be allowed in station or in case of incident with permission from SC or senior level GMRC official present at site or PRO/admin.
 - i. Security personnel and Supervisors must perform duties as per the SOP of GMRC which is a confidential document and will be provided to the successful Tenderer for compliance.
 - j. The security staff so deployed shall perform their duties as per the instructions of GMRC from time to time. If require, either the agency or their representative should assist in lodging FIR, be witness to any incident involving GMRC interest and in case agency employee guard working with GMRC is involved/party to incident.
- 24.** 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 manager operation and DGM security. If it is felt necessary to report the case to the police, a complaint will be lodged by SC or concerned department 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.
- 25.** The security functioning also includes night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, un authorize persons and vehicle into the offices/sites/depots/stations of GMRC Ltd.
- 26.** Security personnel so deployed by agency shall ensure that no asset/documents/items are taken out without proper Gate Passes issued by the competent officers as authorized by GMRC for in-out movement from stations/offices/depot/stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- 27.** The agency shall take over assets of the premises on paper by making complete list of

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movable items. During the contract period, agency shall track the movement and shall maintain register of inward/outward of movable assets, gate passes (returnable and non-returnable) and closing stock. At the end of contract, agency shall submit list of each and every movable asset duly verified by GMRC officials to hand over the premises and stations to the succeeding agency. In case of missing movable assets, suitable amount decided by GMRC shall be recovered from Agency's performance guarantee.

- 28.** All liabilities, of the personnel deployed, arising out of accident or death while on duty shall be completely borne by the agency. The agency is solely responsible for payment of Monthly salary including bonus, gratuity, etc. to the security personnel as applicable to them by law and shall strictly comply with Minimum Wage Act and Contract Labour (R&A) Act. 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.

29. Penalties & Deductions: -

- a. Reliever not provided for guard rejected by GMRC for various reasons in 72 hours, penalty will be Rs 1000 per day.
- b. In case of increase in guards up to: -
 - I. strength of 5 be provided within 8 hours,
 - II. Strength up to 10 be provided within 12 hours,
 - III. Strength up to 20 be provided within 24 hours Failing to comply above, the vendor will be liable to earn penalty of Rs. 1000 per each deficient guards.
 - IV. Any reduction will be effective as communicated by GMRC official.
 - V. The increase or decrease will be communicated by GMRC to the Security supervisor, their manager or to the agency office in any form (by telephone, whatsapp, sms, email or a written letter)
- c. For reduction of manpower same time period depending upon quantum of reduction shall be provided to the agency.
- d. If any damage occurs to the structures / material and equipment due to lapses by security, the cost of damage plus penalty as decided by competent authority/HOD (O&M) will be recovered from the Contractor's bill.

Apart from penalties mentioned in above clauses, followings are conditions for deductions.

- 30.** 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 gross wages (per day) of the number of Security Personnel absent on that particular day shall be levied by GMRC and the same shall be deducted from The Agency's bill. Repetition of such incidents may be result into termination of contract or substantial penalty decided by GMRC officials.

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- 31.** In case any public complaint attributable to misconduct/mis behavior of the agency's personnel, & same is assessed/believed as true by GMRC 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 GMRC may lead to termination of the contract.
- 32.** 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 GMRC from The Agency from subsequent bills without consent of the agency at GMRC's discretion.
- 33.** GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
- 34.** 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 GMRC officer in case of unsatisfactory work.
- 35.** 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.
- 36.** 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 GMRC, a suitable amount of penalty as decided by DGM(Security) with approval of competent authority /HOD(O&M) GMRC Ltd will be deducted from the agency's monthly bill/performance guarantee.
- 37.** Any lapse or carelessness by contract security person while on duty, which may be detrimental to metro security, including sleeping on duty, absent from place of duty, intoxicated condition, not reporting incident affecting operation and security of GMRC, not reporting violation of safety rules promulgated by GMRC time to time or any other act of negligence by guard causing inconvenience in operation of metro, passengers and security or its assets, the agency is liable for penalty equal to one-day composite wages of guard or equal to actual loss caused by act of negligence or as decided by Competent authority /HOD (O &M).
- 38.** 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.
- 39.** If The Agency fails to perform its duties/functions satisfactory as prescribed by GMRC Ltd, GMRC 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.
- 40.** The guards provided by agency are no longer a GMRC employee or claim to be GMRC employee at any point of time. All the statutory and legal responsibility of contract guards

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provided rest with the agency.

41. The Contract shall be considered as terminated in the event of the death of the owner of the proprietorship firm 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. GMRC has to complete the process to appoint the new agency during the mentioned period.
42. Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result into termination of the contract and subsequent disqualification for participation in any future tender by GMRC. In such a case, the security deposit will also be forfeited.
43. In case agency fails to provide require man power, the GMRC got right to engage the other agency and make up the deficiency of manpower and to recover the cost of hiring such deficient manpower and impose the penalty of Rs.50000/- (Fifty Thousand only) to the agency.
44. No guard to be deployed continuously for more than 4 years with GMRC, in case any exception, the payment of gratuity to the guard liaises with security agency.
45. **Documentation:**
 - a. A supervisor to maintain daily event diary at Depot.
 - b. Maintain material in / out details as per inward and out ward material register format.
 - c. Issue visitors pass to visitors at the time of entering into depot.
 - d. Check all incoming/outgoing material gate pass/vouchers and tally it physically than permit move in/out of the depot/station.
 - e. Maintain daily attendance of SRPF/Police and contract guards deployed at Depot/station.
 - f. Maintain the equipment holding /distribution state at depot/station.
 - g. Keep a record of fault developed by equipment, till it is repaired and follow up action required.
 - h. Any other document required time to time by GMRC and conveyed by GMRC authorities/Officials.
46. **Access to the Building Depot/station**
 - a. Check all visitors and employees entering into depot with the help of HHMD, any unauthorized items will not be permitted into depot/station.
 - b. The guard to take body temperature of all entrants into depot/station with Thermo Temperature measuring gun.
 - c. Close/open the DC gate as instruction received from DCC or conveyed by GMRC official.
 - d. Ensure no stray animal enter into depot/station, if found, should try to keep them away

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- by various means.
- e. Bring to the attention of the Administrator or the designated Officer, faults, discrepancies or situations that require repair or replacements.
 - f. ensuring that visitors enter the Office through the Entrance and are screened (bags and brief cases included) as they pass through the Metal Detector;
 - g. Ensuring that visitors' present some form of picture identification before Proceeding further into the Office. This identification will be temporarily held in a secured location by the Security Guard that is ONLY accessible to him/her. The visitor's identification will be returned to the visitor upon the return of the visitor's pass to the Receptionist. (Exceptions shall be made for visitors attending meetings in the conference areas. These visitors shall not be allowed to move around at other floor unless they have signed the register and are wearing the appropriate visitors' identification)
 - h. Ensuring that visitors sign the visitors' book;
 - i. Ensuring that appropriate behavior is displayed at all time;
 - j. Assisting staff when threatened.
 - k. HK staff shall not be required to sign the register, as a separate book would be maintained for them. A list of the HK Staff should be provided, and they should bear appropriate identification. The guard is required to monitor their presence in the building. Persons who refuse to comply with any authorized instructions should be escorted to SC/ official notified.
 - l. Under no circumstance should the guard divulge information concerning the operations of office, its contents, number of employees, telephone numbers and/or addresses of the employees to anyone.
 - m. In the event that suspicious persons are seen on premises, request the individuals to leave, if persons refuse to comply, call the police at 100 and immediately report the incident to the Officer on duty and also notify the Security Company for backup if necessary.
 - n. Urgent matters arising during the normal workweek, after normal working hours, during weekends or holidays should be immediately referred to the Administrator or designated Officer of GMRC.
 - o. Any other provisions which may be added in GMRC security policy during contract.

47. Vehicle movement / Parking

The guards deployed at various locations to ensure :-

- a. All two and four wheelers are parked in orderly manner in designated parking.
- b. There are designated parking areas which are clearly defined. The security guard must ensure that ALL DRIVERS observe the parking regulations in place.
- c. The Security Guard must bring to the attention of the Administrator and the Managers

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any violations, which may occur. All vehicles should be park facing outwards to facilitate exit in case of an emergency. The guard should report any suspicious vehicles seen on the premises. (i.e. parked or exiting)

- d. Ensure all vehicles moving in depot adhere the speed limits. Any violation be reported to Admin/Safety/DGM security
- e. There should be no parking on road unless it is for some purpose.
- f. The guard at station to ensure that no vehicle is parked obstructing emergency vehicle parking near FHC at road level.
- g. Carry out random check of staff vehicles boot space/cabin for carrying any unauthorized things without permission/gate pass.
- h. Ensure no obstruction is created at entry gate.

48. Communications

Each Supervisory staff shall be given a mobile telephone by contractor, which shall be used by them round the clock and list of such mobile numbers shall be made available to GMRC. The cost of which shall be borne by the Contractor.

- a. The security agency to provide mobile with SIM to the supervisors at Depot gate and ESM at station for communication purpose. A Land Line phone is provided in Security Surveillance room at station and main gate of the depot by GMRC.
- b. When available the guard should carry and use the mobile phone provided in order to be readily accessible when he/she is not at the location assigned.
- c. If an emergency call is received, the guard should obtain details from the caller such as, name, telephone number, etc. and immediately transmit this information to the SC/DCC in the first instance or the designated Officer.

49. Incident/Accident/ Natural Disasters or Emergencies

- a. If any accident occurs within the GMRC premises due to lack of security operations or due to negligence on the part of the Contractor's personnel it shall be the full responsibility of the Contractor/agency.
- b. In case of accidents, including fatal accidents if any, the security personnel shall assist GMRC in all respects including guarding of the accident spot by duly implementing the safety norms/Instructions of the investigation team if any with regard to protection of evidence.
- c. In case of natural disasters or civil disobedience, the guard must observe the instructions listed on the instruction in the SOP/act as per advice of SC/DCC/OCC/Safety.

50. Lost and Found

- Any item, which has been found and handed to the guard desk, should be recorded in the log book and the following information noted:

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- a. Description of the item;
- b. Location found and time and;
- c. Name of the person who found the item.
- d. The item should then be delivered to the Administrator or the designated Officer/SC/DC/DGM Security.
- e. In compliance of GMRCL policy of lost and found/ instruction issued time to time by GMRCL

51. Pre-Disaster impact

- a. Act as per direction from SC/DCC/OCC/safety/GMRCL nominated official.

52. Post-Disaster Impact - After the All Clear

- a. Allow entry as authorized by the Station controller/Station Manager/ Depot Controller/nominated official of GMRCL.
- b. Liaise with Management, Administrator, DGM (Security) for security arrangements.
- c. Assist in advising staff and visitors as instructed.

53. Reports>Returns:

- a. Daily reports on attendance of contract security guards, SRPF, equipment serviceability status, and any un towards incident.
- b. Weekly reports on incidents – nil reports are required.
- c. The agency should plan Quarterly meetings with Security guards.
- d. Daily material in out status.
- e. Daily MIS on format provided by GMRCL officials.
- f. Any other reports return being asked by GMRCL officials.
- g. Daily Report to be submitted by Field Officer/supervisor, All the incidents happen in any office/site/stations or Depot with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etcetera.
- h. The Agency shall maintain an attendance register in which day to day deployment of the personnel will be entered and to be verified by GMRC officials at stations/depot. The reporting of all security staff should be 10 minutes before their duty time at earmarked place and under CCTV coverage area. Supervisor to deploy the guards after require briefing.
- i. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise location wise, should be attached. The location wise attendance sheets duly signed by controlling official of GMRCL be provided with the bill. The register shall remain available round the clock for inspection by authorized representatives of GMRC.

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- j. The contractor will also be required to provide monthly up- to-date reports on all outstanding security incidents/issues along with bill.
- k. The Contractor must ensure that all reasonable measures are taken to ensure that its personnel Conforms to the highest standards of moral and ethical conduct at every time.
- l. Immediate and appropriate disciplinary measures to respond to lapses in security procedures.
- m. In the event that deems that contractor personnel have failed to perform, the contractor shall, at its own cost and expense withdraw or replace such personnel forthwith. A request for withdrawal or replacement of the contractor's personnel shall not be deemed a termination of this contract. The contractor shall be liable for any action, omission, negligence or misconduct its employees, agents, servants or sub-contractors nor for any insurance coverage which may be necessary or desirable for the purpose of this contract, nor for any costs expenses or claims associated with any illness, injury, death or disability of the contractors' employees, agents, servants or sub-contractors performing work or services in connection with this contract.

54. TRAINING

- a. Security Guards (also called by name a support staff-under security services) should be well versed in the operation of security equipment like baggage scanners, hand held metal detectors etc. **and should possess the requisite training /experience and same shall be specifically mentioned in their enrollment form of agency.**
- b. 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.
- c. Contractor is required to hold quarterly briefing sessions to Security Team, management of the Security Firm and the Guard Supervisor who serve with GMCRL. During this meeting the performance and security concerns should be discussed.
- d. The Company personnel shall be sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national laws, international humanitarian law and human rights law and to establish goals to facilitate uniformity and standardization of training requirements. Training should include general and context-specific topics, preparing personnel for performance under the contract and in the premises environment, including:
 - I. Rules on the use of force including restraints and detainment authorities and limitations;
 - II. Handling complaints by the civilian population.
 - III. Measures against bribery, corruption and other crime;
 - IV. Standards of Conduct for the International Civil Service and the zero-tolerance policy on sexual exploitation and abuse; and

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- V. Without Religious, gender and cultural issues and respect all populations and ethnicities.
- VI. The Company shall provide initial and periodic in-service training for security guards. The company will record and document all training. The GMRCL shall be permitted to review all training records pertaining to this contract. The training period cannot be less than two days a year.
 - (e) The company shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this contract.
 - I. Access control policies and procedures, e.g., the premises pass system, visitor control procedures, employee ingress/egress, after-hours access and vehicle access;
 - II. Identity checks – what constitutes valid identity, spotting false identity cards, etc.;
 - III. Basic search techniques – including those for pedestrians, vehicles and packages;
 - IV. Conduct of perimeter patrols;
 - V. Actions to take when approaching a suspicious person(s);
 - VI. Actions to take when there is a belligerent visitor;
 - VII. Emergency response and evacuation procedures;
 - VIII. Routine and emergency communications procedures;
 - IX. Police and fire liaison;
 - X. Cardiopulmonary Resuscitation (CPR);
 - XI. Basic first aid instruction;
 - XII. Civil and criminal liability issues;
 - XIII. Use of force and limitations, including citizens' apprehension authorities;
 - XIV. Legal authorities and limitations;
 - XV. Professional behavior and public relations;
 - XVI. Communication, e.g., verbal, written and telephonic;
 - XVII. Radio protocol, procedures and discipline;
 - XVIII. Handling of bomb threats and building evacuation procedures;
 - XIX. Safeguarding proprietary information;
 - XX. Found property procedures;
 - XXI. Basic report writing;
 - XXII. Observation techniques, to include basic counter-hostile surveillance;
 - XXIII. Guard force supervision;

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- XXIV. Supervision and approval of reports;
- XXV. Incident investigations and reports;
- XXVI. Standards for uniforms, personal dress and bearing;
- XXVII. Post inspection procedures;
- XXVIII. Employee motivation;
- XXIX. Fundamentals of intrusion alarm systems, CCTV, recorders and manual or electronic guard monitoring equipment;
- XXX. Fundamentals of X-ray machine operations and any other security and fire devices and equipment that the guard may be responsible for operating or carrying; and
- XXXI. Operation and use of fire extinguishers and other fire suppression equipment located on Premises.
- XXXII. The Company will develop the recruitment / pre-deployment training and periodic in-service training plans and submits them for approval.

a. Recruitment / pre-deployment training:

This is basic introductory training to focus the individual on the basic requirements of guard duty as required by the contract. Below is a list of subjects to be included in the pre-deployment training Program to supplement the above list of required training topics.

- I. **Orientation:** Introduction to training Program, training objectives, and the role of the guard
- II. **Fires:** Description of the threat to assets by fire; use of fire extinguishers; familiarization with fire alarms and extinguisher locations.
- III. **Duty station emergency plans:** Specific functions and role of guard, when any emergency action situation occurs, such as fire, explosions, bomb searches and building
- IV. **Physical security measures at duty station:** Description of access control and alarm systems used (burglar / fire).
- V. **Basic guard duties:** General description of guard actions for protection of facilities and residences. Denial of access to unauthorized persons, maintenance of guard force records and logs and preparation of reports.
- VI. **Guard force communications:** Procedures to be used in case of incident; notification of others; use of radio equipment.
- VII. **General post orders:** Description of general orders and post orders in detail. Emphasis on guard responsibilities, department, penalties for commission of violations of orders.
- VIII. **Maintaining post logs:** Procedures for preparing daily logs and incident reports.
- IX. **Restraint of disorderly persons:** Procedures for defending against physical attack; procedures for restraining others; guidance on use of force.
- X. **Use of personal equipment: Procedures for the use of any equipment issued to employees,**

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e.g., baton, handcuffs, etc.

- XI. **Personnel identification: Procedures for recognizing official identification of staff members, employees, dependents and official visitors; procedures for notification where proper identification documents are not provided.**
- XII. **Access Control Equipment: Use of electronic body and package search equipment; manual body searches; vehicle search; building search for suspected bombs; visitor control systems, including badge issuance and control. General coverage of this subject to all guard personnel, with detailed hands-on training to those employees assigned to access control duties.**
- XIII. **Access control procedures -- pedestrians: Description of the devices and procedures used at each duty station facility; description of procedures used in the operation of each type of equipment involved; procedures used for searches of men and women; procedures used for notification in case of discovery of weapons and other contraband or disorderly persons.**
- XIV. **Visitor control procedures: Description of the procedures for identification and control of visitors to official facilities; the badge system and badge issuance procedures and control; escort and control of visitors within the facility perimeter; notification of authority in case of visitor disorderly conduct.**
- XV. **Package and mail search: Bomb, weapons and other contraband detection procedures through the use of electronic equipment and manual search; awareness and familiarity training; response, notification procedures and alarm systems.**
- XVI. **Vehicle access control and search procedures: Gate control procedures, barrier operations, driver identification and requirements; vehicle compartment and body frame searches; truck and vendor access procedures; vehicle and cargo searches and bill of lading inspections; notification procedures.**
- XVII. **Bomb threat response: Bomb threat procedures to be used by guard personnel; notification procedures; building searches; identification and relationship with local bomb disposal unit -- host government or other.**
- XVIII. **Malicious Surveillance and Threat Detection. Use of observation techniques for static guards, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all guards. Skill development in the identification of indicators of an attack, such as identification of attacker surveillance methods, recognition of potential attackers because of behavior and frequency of sightings near United Nations assets; notification procedures to be used.**
- XIX. **Dealing with difficult people (National/International citizenship): Procedure for dealing with uncooperative visitors / personnel.**
- XX. **Self-defence: Procedures for and extent of physical force in self-defence.**
- XXI. **Restraint of persons and use of handcuffs: Procedures for use of restraint methods; limitations, if any, on use of restraint devices.**
- XXII. **Basic First Aid and Emergency medical assistance: Elements of first aid and cardio-pulmonary resuscitation (CPR) should be provided to ensure a capability of effective**

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response on the part of the guard where there is injury or apparent heart attack.

XXIII. Evacuation drills for various purposes, fire, earthquake, bomb threat, floods, violent demos, etc.

XXIV. Elements of guard supervision: Responsibilities of the first-line supervisor are covered, including post inspection, maintenance of post logs and reports, preparation of shift reports and use of discipline.

b. Periodic on the job training:.

This type of training is performed for two purposes: To periodically review subjects covered in recruit training, and to provide training on current security issues or problems.

- I. It can be performed in periodic (monthly / quarterly / annually) dedicated training sessions.
- II. The company shall have each employee successfully complete a periodic in-service training program. This refresher training is a shortened version of the pre-deployment training and will include any updates to SOPs or Premises emergency plans.
- III. The periodic in-service training period cannot be less than two days a year per employee.
- IV. Upon completion of periodic in-service training, the company shall notify the list of guards have completed the required training.

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Section – VI, TERMS & CONDITIONS OF CONTRACT

(Hereinafter successful bidder is referred to as agency or service provider)

1. Contract has to ensure safety and security of all assets, staff, officials, passengers and public in large at metro stations and depot by deploying requisite trained security personnel at Station Entrances, Scanners, Lifts/Escalators, Exit Gates and General Security for Platforms, Ground Floor, Patrolling, AFC, IBL, RBL of Depot etc. The Train operating hours are as per schedule being issued by operation from time to time. If there is any change in the non-operational hours, the same shall be intimated to the Contractor as and when such timing changes. The Contractor has to reschedule security services accordingly.
2. Baggage scanners, DFMDs, HHMDs, bullet proof morcha, bomb blanket with safety ring and Lady Frisking Booths shall be provided by GMRC. Security personnel posted at the entrances should be trained in handling security gadgets. Contractor will be held responsible for mishandling/damage to security gadgets provided by GMRC. Such amounts will be assessed by GMRC. The amounts so determined by GMRC will be recovered from the Contractor which shall be final and binding. GMRC shall conduct decoy tests any number of times at its discretion and if the efficiency and effectiveness of the security personnel posted at the entrances for scanning, frisking is found to be wanting, a penalty of **Rs.10,000/- (Rupees Ten Thousand Only) will be imposed** upon the security agency for every such instance and will be recovered from the bills.

3. Security Personnel:

- 3.1 Contractor/Agency has to deploy security personnel as per requirement mentioned in tender document for various categories (Civil Security Guards (Male/Female), Ex-Servicemen with Arms and without Arms, , Field Officer.
- 3.2 **All the Security Supervisors shall be PSARA certified which is mandatory. The Security Supervisors should have passed minimum HSC / Equivalent exam, should be able to read, write and talk in Gujarati/Hindi/English language. Similarly, Security Guards shall be PSARA 2005 certified. The Security Guards should have passed minimum SSC/Equivalent exam and should be able to talk and understand Gujarati/Hindi/English language.**
- 3.3 The personnel deployed for the security should have the knowledge of Metro Security, safety procedures, traffic management, firefighting and first aid treatment. All the personnel deployed should have undergone “Medical check-up” and be covered with all statutory requirements like PF, ESI, Gratuity etc. at the cost of the Contractor. The payment to personnel deployed should be made through bank only. Details of payments should be submitted with the monthly bill. In respect of each person deployed, a CV shall be provided giving name, address, educational qualification, experience, PF, ESI nos., training undergone with period and name of the Training Institute recognized by Govt., agencies for such training. Normally, PF and ESI nos. should be given which would indicate that the person deployed has experience. However, in case of new personnel, who otherwise qualify with training etc., the PF and ESI

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nos. shall be given within one month of deployment. The number of such new persons shall not exceed 20% of the total persons deployed.

3.4 The Contractor shall not deploy any person on Over Time (OT) and in case if OT is resorted to on any account, the Contractor shall pay OT payment along with the applicable statutory payments to staff deployed on OT and the cost shall be borne by contractor. If the Contractor fails to make such payments, GMRC will deduct such payments and release only after the Contractor shows the proof of having disbursed OT payment. GMRC will not pay OT payment under any circumstances.

3.5 Each monthly bill shall accompany a bank remittance challan, for having remitted PF amount exclusively for Employees' deployed by the Contractor in GMRC along with a statement indicating the names and the PF amounts remitted. The total PF amount remitted for the month should tally with the amount mentioned in the bank challan. The same holds good for ESI remittance also. Besides this, the Contractor shall submit copies of the half- yearly/annually PF & ESI Returns filed by them, duly acknowledged by the PF & ESI authorities. The Contractor shall arrange to provide monthly wage slips to each employee indicating the details of payment and statutory deductions made there from. Failure to issue pay slips to staff will result in penalty of Rs.10,000/- for each reported instance of non-receipt of payslips.

3.6 "without assigning any reasons GMRC reserves the right to vary the deployment of number of security personnel at each stations/depot as per requirements from time to time".

3.7 The contractor/agency shall get the Guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed as mentioned in condition no.3.3 as medical check-up. GMRC shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.

3.8 The Contractor/Agency shall ensure that its personnel do not divulge any information, documents, accounts matter or transaction undertaken or handled by GMRC at any time, without the consent of GMRC in writing, 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.

4. Communication facility:

Each Supervisory staff shall be given a mobile telephone by contractor, which shall be used by them round the clock and list of such mobile numbers shall be made available to GMRC. The cost of which shall be borne by the Contractor.

5. Accidents:

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- 5.1 It shall be the sole responsibility of the Contractor to adopt all the safety measures and deploy security personnel who are adequately trained in safety.
- 5.2 If any accident occurs within the GMRC premises due to lack of security operations or due to negligence on the part of the Contractor's personnel it shall be the full responsibility of the Contractor/agency
- 5.3 In case of accidents, including fatal accidents if any, the security personnel shall assist GMRC in all respects including guarding of the accident spot by duly implementing the safety norms / instructions of the investigation team if any with regard to protection of evidence.
- 5.4 If any damage occurs to the structures / material and equipment due to lapses by security, the cost of damage plus penalty as decided by GMRC with approval of Competent Authority will be recovered from the Contractor's bill.
6. Contractor shall adopt the necessary security/safety procedures to avoid any type of accidents to passengers, GMRC's personnel, any other personnel & to avoid damages to station assets.

The Contractor shall display necessary signages like "do not cross barricade/ danger" etc while carrying out the work. The type of signages must be pre-approved from GMRC or its authorized representative.

Penalty:

- a. Reliever not provided for guard rejected by GMRC for various reasons in 72 hours, penalty will be Rs 1000 per day.
 - b. In case of increase in guards up to :-
 - i. strength of 5 be provided within 8 hours,
 - ii. Strength up to 10 be provided within 12 hours,
 - iii. Strength up to 20 be provided within 24 hoursFailing to comply above, the vendor will be liable to earn penalty of Rs 1000 per each deficient guards.
 - iv. Any reduction will be effective as communicated by GMRC official.
 - v. The increase or decrease will be communicated by GMRC to the Security supervisor, their manager or to the agency office in any form (by telephone, whats up, sms, email or a written letter)
 - c. For reduction of manpower same time period depending upon quantum of reduction shall be provided to the agency.
- 7. Uniforms, Name badges & Photo identity cards:**
- j. All Supervisory staffs and support staff shall wear neat & smart Uniform (Shirt, Pant, Shoes, cap, belt, baton etc.) with the logo of the Contractor's Firm.
 - k. No Contractor's staff is to be found without uniform while on duty. If any staff is found without proper uniform, a penalty of Rs.250/- (Rupees Two Hundred Fifty only) will be levied on each occasion.

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- l. All Supervisory and support staff shall be provided with Name badges & Identity Cards with photographs incorporating security features like hologram.
- m. Necessary Personnel protective Equipment shall be provided by the Contractor as per standard requirements.
- n. Guards to be equipped with torches and lathis during night shift provided by the security agency.
- o. The Contractor shall get the Police verification done for all the personnel deployed and shall deploy only those whose Police verification has been done. Copy of such police verification along with copies of documents like Aadhar Card/Voters ID/Pan Card/Driving Licence etc., shall be provided to GMRC as and when required by GMRC.
- p. Contract shall provide Rain boots and Rain coats to all security personnel deployed at GMRC during Rainy season.
- q. Any shabby, torn, or dirty uniform worn by guard is subject to penalty of one day composite wages of the guard to the agency.

8. Provision of Extra Manpower

- 8.1 The manpower requirement may be increased or decreased as per actual requirement at site/station/depot for which payment shall be made at the Contracted rates. GMRC reserves the right to approve the number of security personnel required to be deployed at each Station/Depot. GMRC may require the Contractor to replace the staff if their performance is not found satisfactory. In case of non-deployment of staff by the Contractor as stipulated by GMRC, GMRC may at its discretion, employ the required manpower at the risk and cost of the Contractor. This shall be binding on the Contractor. The notice period for increase or decrease will be as under:-
- 8.2 If reliever not provided for guard rejected by GMRC for various reasons in 72 hours, penalty will be Rs 1000 per day per guard. The notice period will be 72 hours
- 8.3 In case of increase in guards up to :-
 - (a) strength of 5 be provided within 8 hours,
 - (b) Strength up to 10 be provided within 12 hours,
 - (c) Strength up to 20 be provided within 24 hoursFailing to comply above, the vendor will be liable to earn penalty of Rs 1000/ for each deficient guards.
 - (d) Any reduction will be effective as communicated by GMRC official and there will be no notice period.
 - (e) The increase or decrease will be communicated by GMRC to the agency Security supervisor, their manager, to the agency office or proprietor in any form (by telephone, whats up, sms, email or a written letter) and the notice period starts from the time of communication. (including holidays).
- 8.4 For reduction of manpower same time period depending upon quantum of reduction shall be provided to the agency.

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- 8.5 During any urgency or during any special programmes / events etc. additional manpower, as approved by the GMRC, should be made available for works not covered under scope of work. For extra manpower deployment, payment as per the Contracted rates will be made
- 8.6 The agency should be large enough to be able to deploy or demobilize the requisite number of security personnel at short notice without much problem. The agency should not come up with plea that they need more time for new recruitments for deployment etc.

Basis for payment:

The attendance details certified by officer in-charge of stations / depots shall be the basis for payment in respect of wages for all persons deployed by the Contractor. If requisite number of personnel is not deployed, it shall be construed as deficiency in performance of the Contract. The primary entry made in respect of entry and exit of the personnel every day shall be the basis for preparing the daily record of activities carried out in each shift, which shall be in format approved by GMRC. The Contractor shall raise the bill on the basis of a monthly summary of the activities (in a format approved by GMRC) executed and verified by the Contractor & GMRC Official. The payment shall be made for the actual work executed.

10. Security Guards (also called by name support staff-under security services) should be well versed in the operation of security equipment like baggage scanners, hand held metal detectors etc. **and should possess the requisite training certificate therefor and the same shall be specifically mentioned in the CV referred to in clause-3.2 above.**
11. To avoid monotony and lack of concentration, the duties and the shifts of the security guards should be changed / swapped every week. For example, the security guard doing general security duty at the entrance for frisking may be changed to baggage scanner etc., with a due record in the Register meant therefore by field officers.
12. The security guards should have good physique so as to face and handle bullies and mischief mongers in the GMRC premises including the coaches. The maximum age should not exceed 50 years.

The minimum physical requirements shall be:

Particulars	Men	Women
Height	165 CM	152 CM
Chest	75-80 CM	NA
Weight	(Proportionate to height & age as per BMI Chart).	

10. The Contractor should provide the services of security guards, supervisor, gun man and the field officers, who are acceptable to GMRC. If GMRC desires any change, for reasons given in writing, the change should be effected to the satisfaction of GMRC, and failure in

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this regard by the Contractor will attract a **penalty of Rs.10,000/- [Rupees Ten Thousand only] per failure.**

13. The Contractor shall get the Police verification done at his cost, for all the personnel deployed and shall deploy only those whose Police verification has been got done.
14. The Security Supervisor and Security Guards should be fully aware about the preventive security measures as well as measures to be taken when any untoward incident happens. The security guards shall be provided with lathis, ropes and equipment for crowd mob control. They should know the chain of command including contact numbers etc. of the concerned local authorities in the security set up for immediate communication. They should be aware of contact numbers of hospitals, taxi services available etc. so that in emergencies they can rush for medical aid without loss of time. The security guards should also assist and guide the commuters whenever required. They should be fully aware of the facilities available with GMRC for the commuters. They should be courteous and polite in their behaviour.
15. The requisite number of security guards shall always man the duty areas and shall leave their duty only after the reliever takes over the duties. In case of short supply in the sanctioned strength and leaving the duty before arrival of the reliever or found absent from place of duty a **penalty of Rs. 1000/- [Rupees One thousand only] per Guard per day will be levied.**
16. The Contractor should provide the services of security guards, supervisor, gun man and the field officers, who are acceptable to GMRC. If GMRC desires any change, for reasons given in writing, the change should be effected to the satisfaction of GMRC, and failure in this regard by the Contractor will attract a **penalty of Rs.10,000/- [Rupees Ten Thousand only] per failure.**
17. During non-revenue hours, no person shall enter the station without valid ticket or card, and the same shall not be allowed by the security guards. If any person is found in the station without such valid ticket or card, then the same shall be construed as failure in the duty of the security system provided by the Contractor. In such a case, besides enquiry, there shall be **spot fine of Rs.5,000 to Rs.10,000.**

18. **'Variation'**

GMRC reserves the right to vary the order to deploy total security personnel at the time of awarding the contract or during the contract dynamically as per the requirement of company from time to time **at the same rate and the same terms and conditions of contract.**

19. Day to Day Activities of Security Personnel deployed by contract is mentioned below in brief.
 - I. Manning the entry and exits of Stations, frisking of commuters at the entrances using metal detectors for security purposes. Each entry/exit /lady frisking booth shall be manned at least by one lady security guard for frisking and checking female commuters as per

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Standard Operating Procedure (SOP). Besides this, at entrances, Security Guards will check baggage using Baggage Scanners. Only trained security personnel will be posted at entrances.

- II. The security guards at platforms shall ensure the safety of the commuters and orderliness inside the stations premises. The security guards shall also have the duties of preventing unauthorized personnel in trains at terminal stations during turn back.
- III. Security Guards shall watch, attend and properly deal with security risks like unattended objects, more than normal crowd, mischief by bullies, mis behaviour etc. They shall watch and ensure that unauthorized persons do not enter restricted area.
- IV. The security system should be such that there is a record of all the entrants. This is mainly done through the CCTV system, which is provided by GMRC. Security agency should be capable of making good use of this facility for security purposes by deploying Computer qualified and trained personnel. Every Station has private area meant only for GMRC personnel. In this area public should not be permitted to enter. All entries in this area should be only with the prior permission of the authorized GMRC official. No official information, photos, records, or video footage of incident be shared with media person without permission from competent authority.
- V. The entry to media person be allowed in station or in case of incident with permission from SC or senior level GMRC official present at site.
- VI. Security personnel and Supervisors must perform duties as per the SOP of GMRC which is a confidential document and will be provided to the successful Tenderer for compliance.
- VII. The security staff so deployed shall perform their duties as per the instructions of GMRC from time to time.

If require, either the agency or their representative should assist in lodging FIR, be witness to any incident involving GMRC interest and in case agency employee guard working with GMRC is involved.

20. 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.
21. The agency has to take prior approval/consent from GMRC Ltd before deploying any Security Personnel, who worked in previously deployed agency of GMRC, at any of the offices/sites/premises of GMRC.
22. Daily Report to be submitted by Field Officer on all the incidents happen in any office/site/stations or Depot with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etcetera.
23. The Agency shall maintain an attendance register in which day to day deployment of the personnel will be entered and to be verified by GMRC officials at stations/depot. The reporting of all security staff at their duty place will 10 minutes before their duty at

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- earmarked place and under CCTV cover area. Supervisor to deploy the guards after require briefing.
24. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise location wise, should be attached. The register shall remain available round the clock for inspection by authorized representatives of GMRC.
 25. The Agency shall bear all the expenses incurred on the 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 various registers at security check points as per requirements.
 26. 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 manager operation and DGM security. If it is felt necessary to report the case to the police, a complaint will be lodged by SC or concerned department 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.
 27. The Agency shall ensure protection of the personnel & property of GMRC, 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/stations of GMRC Ltd.
 28. Security personnel so deployed by agency shall ensure that no asset/documents/items are taken out without proper Gate Passes issued by the competent officers as authorized by GMRC for in-out movement from stations/offices/depot/stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
 29. The agency shall takeover assets of the premises on paper by making complete list of movable items. During the contract period, agency shall track the movement and shall maintain register of inward/outward of movable assets, gate passes (returnable and non-returnable) and closing stock. At the end of contract, agency shall submit list of each and every movable assets duly verified by GMRC officials to hand over the premises and stations to the succeeding agency. In case of missing movable assets, suitable amount decided by GMRC shall be recovered from Agency's performance guarantee.
 30. All liabilities, of the personnel deployed, arising out of accident or death while on duty shall be completely borne by the Agency. The Agency is solely responsible for payment of monthly salary including bonus, gratuity, etc. to the security personnel as

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applicable to them by law and shall strictly comply with Minimum Wage Act and Contract Labour (R & A) Act. 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.

31. Period of Contract:

The initial Contract shall be valid for a period of One year which is further extendable upto two years subject to review and satisfactory performance of the Agency and approval of Competent Authority. The GMRC may terminate the contract anytime if performance of agency is not upto the mark, defaulting in following statutory compliances or any other ground which may be a breach of trust.

32. Payment Terms:

Payments shall be made on monthly basis within 20 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 GMRC. The agency has to make payment to its Security Personnel deployed at GMRC before **5th of the every month**. Payment to the agency staff by the agency will not depend on the clearance of the bill submitted by agency at GMRC. If agency fails to make payment to its Security Personnel deployed at GMRC before 5th of every month, it will be viewed as a service lapse and suitable penalty as decided by GMRC with approval of Competent Authority, may be deducted from its monthly invoice/bill.

In case of rate revision by labour department or DGR on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by GMRC to agency accordingly.

Along with invoice, below documents to be submitted by agency after then only payment will be processed by GMRC.

1. Attendance Sheet Records duly verified by GMRC officials
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
6. Receipt of GST Paid.

33. Penalties & Deductions:-

Apart from penalties mentioned in above clauses, followings are conditions for deductions.

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- 33.1 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 gross wages (per day) of the number of Security Personnel absent on that particular day shall be levied by GMRC 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 GMRC officials.
- 33.2 In case any public complaint is received attributable to misconduct/misbehaviour of the agency's personnel, & is assessed as true by GMRC 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 GMRC may terminate the contract.
- 33.3 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 GMRC from The Agency from subsequent bills without consent of the agency at GMRC's discretion.
- 33.4 GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
- 33.5 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 GMRC officer in case of not satisfactory work.
- 33.6 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.
- 33.7 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 GMRC, a suitable amount of penalty as decided by GMRC with approval of Competent Authority will be deducted from the agency's monthly bill/performance guarantee.
- 33.8 Any lapse or carelessness by contract security person while on duty, which may be detrimental to metro security, including sleeping on duty, absent from place of duty, not reporting incident affecting operation and security of GMRC, not reporting violation of safety rules promulgated by GMRC time to time or any other act of negligence by guard causing inconvenience in operation of metro, passengers and security or its assets, the agency is liable for penalty equal to one day composite wages of guard or equal to actual loss caused by act of negligence or as decided by GMRC.

(37) Performance Guarantee:

The Agency shall deposit Performance Guarantee within 21 calendar days from the order received of 3% of Contract Value in the form of DD, PO, a bank Guarantee or Fixed Deposit from nationalised

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bank from its branch in Gandhinagar / Ahmedabad valid for a period of ninety 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 GMRC Ltd. This Bank Guarantee shall be released only after 90 Days from the date of expiry of the contract.

(38) 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.

(39) Change in Terms and Conditions/Contract:

GMRC 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.

(40) Termination:

(40.1) If The Agency fails to perform its duties/functions satisfactory as prescribed by GMRC Ltd, GMRC 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.

(40.2) The Contract shall be considered as terminated in the event of the death of the owner of the proprietorship firm 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. GMRC has to complete process to appoint the new agency during the mentioned period.

(40.3) 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.

(40.4) In addition to the any provision of this contract, GMRC 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.

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

(40.6) In case agency fails to provide require man power, the GMRC got right to engage the other agency and make up the deficiency of manpower and to recover the cost of hiring such

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manpower and impose the penalty of Rs 50000/- (Fifty Thousand only) to the agency for failing in providing contractual manpower.

(41) 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 shall maintain valid records for verification and audit purpose by the statutory authorities or GMRC Ltd as and when required.

(42) Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

(43) 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.

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ANNEXURE – 1, Guidelines for Technical Bid Submission

Below mentioned Documents to be submitted in Technical Bid along with covering page of below check list

S.N	<u>Documents to be Submitted</u>	<u>Yes</u> or <u>No</u>	If Yes, Page no.at
1.	Technical Bid		
a	Envelope – 1 (i.e. Tender fees and Tender Security)		
b	Envelope – 2 (i.e. Qualification cum Technical Bid)		
c	Valid License Copy from the controlling authority under section 7(5) of “The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]		
d	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		
e	Self attested copy of PAN card of the Agency/Firm/Company under Income Tax Act		
g	Self attested copy of Service Tax Registration Number/GSTIN of the Agency/ Firm/ Company		
h	Self attested copy of Valid Registration No. of the Agency/Firm		
i	Self attested copy of valid Provident Fund Registration Number of the Agency/Firm/Company		
j	Self attested copy of valid ESI Registration Number of the Agency/Firm/Company		
k	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		
l	Proof of Average Annual turnover as stated in Minimum Eligibility Criteria supported by audited P&L statement and Balance sheet copy of Agency/Firm/Company		
m	Annexure -2 (i.e. Experience Details) Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-2		
n	Annexure-4 (i.e. Contact Details)		
o	Annexure-5 (i.e. Undertaking) in Original		
p	Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)		
q	Annexure- 8 to 17		

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Note :

1. The bidder are advised to submit the Envelope –2 in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid.
2. The submission in loose papers may hamper the evaluation process, hence bidder are requested to submit their bid as per above note.

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ANNEXURE – 2, Experience & Financial Details

(A) Experience Details must be given in below format along with work completion certificate

SN	Name of Client/Organization	Work Period	Satisfactory work completion certificate (Yes/No)	Work Order Value	Copy of Labour License (Yes/No)
1					
2					
3					
4					

(B) Financial Detail

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from construction)					
11.	Gross Annual turnover					

Name of Chartered Accountant (CA)	
Seal & Signature of CA	
Membership No. of CA	

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UDI No. of CA	

Note:

1. The bidder is advised to attach the documentary evidence (i.e. LOA, Completion certificate etc.) along with filled Annexure – 2 (A), as mentioned above.
2. The financial data in above prescribed format, Annexure – 2 (B) shall be certified by Chartered Accountant in original under his signature, stamp, membership number & UDI No.
3. Audited P&L statement and Balance sheet for last Five years i.e 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21.
3. In case audited balance sheet of the last financial year (i.e. 2020 – 21) is not made available by the agency, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation.

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ANNEXURE – 3A

DETAILS OF SECURITY GUARDS REQUIRED INCLUDING EX-SERVICEMEN

The field Officers mentioned in the requirement table are the senior most in the field duty who will overall supervise the entire security arrangement of Metro stations and depot which comes under their purview. Field officers will ensure deployment of security personnel at various sites as per requirement of GMRC and shall report to GMRC officials about the daily activities.

The requirement is mentioned here for the regular security personnel (not relievers) for **entire phase-1** of Ahmedabad Metro Rail Project Phase-I and it is only indicative one. GMRC may increase/decrease requirement of Security Personnel depending upon the requirements from time to time which may vary dynamically. All the shifts here are considered for 8 hours. Relievers are not calculated in below tabulated requirement. Agency has to consider and calculate relievers for weekly off and leaves of regular security personnel, accordingly, bid should be submitted.

Ser No	Name of Depot/ station	Field officer / supervisor	Armed SG	ESM	Civil Security Guards (Male/Female)	Total
1	VTLG		7	14	12	33
2	NTCR		7	14	12	33
3	Vastral		7	14	12	33
4	RBCY		7	14	12	33
5	Amraiwadi		7	14	12	33
6	Apparel Park		7	14	12	33
7	East Kankariaya		7	14	12	33
8	Kalupur		7	14	12	33
9	Gheekanta		7	14	12	33
10	Shahpur		7	14	12	33
11	Old High court		7	14	12	33
12	SP Stadium		7	14	12	33
13	Commerce Six road		7	14	12	33
14	Gujarat University		7	14	12	33
15	DDK		7	14	12	33
16	Gurukul		7	14	12	33
17	Thaltej		7	14	12	33
18	Thaltej village		7	14	12	33
19	Apparel Park Depot	3	6	9	30	48
20	Supervisor for each leg	6				6
21	Armed SG for one Depot for BP morcha		6			6
22	OCC ARPD	3		3	3	9
TOTAL		12	138	264	249	663

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- One Field Officer is required who will overall supervise the entire Security Personnel deployed at various sites of GMRC and report to GMRC officials about the daily activities in all aspect.
- The deployment of guards will be in phased manner, initially for selective nonoperational and operational stations. The service provider to provide manpower as require by GMRCL. Once the stations are opened up for revenue services, the requirement will increase and required component of manpower will be deployed for metro security. The GMRCL reserves the right to vary the order to deploy partial/total security personnel at the time of awarding the contract or during the contract dynamically as per the requirement arise from time to time.
- The requirement as mentioned above are provisional and indicative only. GMRC may increase/decrease requirement of Security Personnel depending upon the situation from time to time which may vary dynamically. All the shifts here considered for 8 hours. Relievers are not calculated in above tabulated requirement. Agency has to ensure no of relievers accordingly and bid to be submitted with reliever charges.

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ANNEXURE –3 B - FINANCIAL BID

SR. NO.	RATE OR SALARY OR WAGE BREAK UP	Field Officer as per DGR norms	Ex-servicemen (Armed) as per DGR norms	Ex-Service Men (Without Arms) as per DGR norms	Civil Security Guard/ Lady security Guard
A	BASIC+ DA [Should not be less than Minimum Wages (MW) as per law]				
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				
	D1 – For Leave				
	D2 - Bonus				
	D3 - PF Contribution				
	D4 - ESI Contribution				
	D5 – Uniform Outfit allowance				
	D6 – Uniform Washing Allowance				
	D7 - Any Other Employer's Contribution as per prevailing act				
	EMPLOYER'S CONTRIBUTION Subtotal "D" = D1 + D2 + D3 + D4 + D5 + D6 + D7	System will calculate	System will calculate	System will calculate	System will calculate
E	Agency's Service Charge in % on (A+B+C+D)				
	Agency's Service Charge In rupee value "E"	System will calculate	System will calculate	System will calculate	System will calculate
F	TOTAL Final Bid per Security Personnel (A+B+C+D+E)	system will calculate automatically	system will calculate automatically	system will calculate automatically	system will calculate automatically
G	Manpower Required (Provisional)	12	138	264	249
H	Final Bid	system will calculate automatically	system will calculate automatically	system will calculate automatically	system will calculate automatically
I	TOTAL (Monthly Cost) (sum total of row H)	(sum total of row H)			
J	Total Annual Cost (Ix12)	(Row "I") * 12			

- Rates to be quoted excluding GST

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- All bidders are advised to check the prevailing rates as per the latest Minimum Wages issues by respective authority of GoG and DGR, Gol to ensure employer's contribution as per statutory requirements. Any bids quoting lower rates than statutory complied rates in any row or column of the above financial bid will be summarily rejected.
- Bidders are advised to consider rates of "Zone-I" for GoG norms and "Area-A" for DGR norms of Minimum Wages.

$E = \% \text{ Service Charge on } (A + B + C + D)$

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

In column F of above annexure 3B 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.

L1 per category will be calculated manually by multiplying the number of Security Supervisors/Security Guards/Field Officer as mentioned in Annexure-3 A against the Per Person Per Month Bid (Mentioned in 'F' row which is 'A' + 'B' + 'C' + 'D' + 'E' row of above Annexure-3 B) submitted by Bidders in the online Price Bid.

To award the tender, overall L1 criteria (mentioned in 'I' row of Annexure-3B) shall be sum-total of row 'H'.

Note:

- 1. The Financial Bid is to be filled online on (n) Procurement Site only.**
- (a) Bids for two Security Service Tender Line-1 (i.e. East-West Corridor) and Line-2 (i.e. North- South Corridor) are being invited simultaneously and will be evaluated at the same time. When evaluating the financial offer / quote of two tenders, the Employer will take into account all possible permutations of the possible awards with the least overall Project / Security cost subject to tender Clause 13.10.
 - (b) The maximum number of contracts to be awarded to a Single firm or Joint Venture/Consortium for both the contracts (i.e. Line / Corridor 1 and 2) shall be one (1), i.e. the Bidder will be awarded either Line 1(i.e. East-West Corridor) or Line 2(i.e. North- South Corridor), but not both the Lines / Corridors.
 - (c) If the L1 Bidder of both the tenders/ Contracts are the same, the GMRC may negotiate with L2 and/or L3 bidder to achieve the least overall cost of the overall security arrangement. GMRC decision in this matter shall be final & binding to all the bidders.

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ANNEXURE – 4, Contact Details

1	Name & Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person of Agency	
2	Registration No. of the Firm/ Agency	
3	PSARA Registration No.	
4	DGR Registration No.	
5	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with (Dedicated Resource for GMRC to coordinate with)	
6	Please specify as to whether Bidder is sole proprietor / Partnership Firm. Name, Address and Telephone No. of all Director / Partners should specified.	
7	PAN Card Number issued by Income Tax Department	
8	GST No.	
9	Labour License (Please attach the certificate / document)	
10	PF, ESI registration certificate (Please attach the certificate / document)	
11	Details of Tender Fees	
	a) Amount	
	b) Pay order or DD No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
	Details of Tender Security	

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

Note:

1. The bidder is advised to attach necessary copy document with reference to SN 1 to 10 of Annexure – 4 (i.e. Contact Details).

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 4A

**GENERAL INFORMATION ABOUT THE TENDERER
(Page 1)**

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium. <p>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with GMRC related to the tender.</p>		

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 4A
(Page2)

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

Add more member details if required

SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 5, Undertaking

(ON NON JUDICIAL STAMP PAPER OF Rs. 300/-)

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

Name of the Firm / Agency _____

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 are not involved in any illegal activity and / or has not been charge sheeted for any criminal act during the last three years. I/ We have 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.
6. I/We do hereby undertake that we have not suffered bankruptcy/ insolvency during the last 5 years.
7. It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid and that the tender price will not any such amount.
8. We here by confirm that, we have downloaded / read the complete set of tender documents along with the set of enclosures hosted on e-tendering portal <https://gmrc.nprocure.com>. We confirm that we have gone through the bid documents for this work placed upto the date of opening of bids on the e-tendering portal [<https://gmrc.nprocure.com>]. We confirm our

Signature & Stamp of Bidder (Authorised Person from Bidder)

unconditional acceptance for the same and have considered for these in the submission of our financial bid.

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

Note:

1. The above mentioned submission must be in ORIGINAL.

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 6

FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank)

B.G.No. _____, Dated:.....

1 In consideration of you, Gujarat Metrorail Corporation (GMRC) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for Contract “**Tender for Providing Security Services/Manpower for East-South Corridor Stations & Apparel Park Depot Phase-1 Of GMRC**” [hereinafter referred to as “the Works”] pursuant to the Tender No:GMRC/ O&M/SECURITY SERVICES/PH-1/2021, dated _____ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as “Tender Documents”), we-----

------(Name of the Bank) having our registered office at _____ and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do, hereby, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. ***** (Indian Rupees ***** only) (hereinafter referred to as the “Tender Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2 Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and

Signature & Stamp of Bidder (Authorised Person from Bidder)

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. **** (Indian Rupees **** only).

4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: _____ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.
 - a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
 - b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
6. The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

Signature & Stamp of Bidder (Authorised Person from Bidder)

- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ----- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.
(Signature of the Authorised Signatory) (Official Seal)

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-7

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

The Managing Director

[Attn: Sr. DGM (Civil & Procurement)]
Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India
Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of LOA No.: _____ for **Tender for Providing Security Services/Manpower for East-West Corridor Stations & Apparel Park Depot Phase-1** Of GMRC (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by the Client in the said Contract that the Consultant shall furnish the Client with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the "Bank"), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the Consultant such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Client, on behalf of the Consultant up to a total of INR _____/- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Client, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Client needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Client shall have full rights whatsoever to encash this Bank Guarantee at any time during the

Signature & Stamp of Bidder (Authorised Person from Bidder)

validity of the guarantee and the Consultant shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Client's decision as to what amount is due to the Client from the Bank against the guarantee and as to Consultant has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Consultant shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Client without the consent of the Consultant and without referring the matter to the Consultant.

3. The Bank further agrees that the Client shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
4. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
6. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Client, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Client of the liberty with reference to matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 06 months after "the date of completion of work". The Client will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Consultant's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in

Signature & Stamp of Bidder (Authorised Person from Bidder)

any manner.

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

The guarantee is issued by Mr./Ms. _____ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK -----

ADDRESS -----

DATE -----

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-8

Deleted

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-9

(Affidavit for Unaudited Balance Sheet)

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2020-2021 has not been audited. If the Balance sheet for F.Y. 2020-21 has been audited then the bidder need not to fill this form or may simply write “NOT APPLICABLE”)

I,..... (Name and designation of Authorised signatory) of.....(Name of Company/Firm/Proprietorship/Partnership)hereby confirm that the Balance sheet for Financial year i.e. **F.Y. 2020-21** has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-10
(Undertaking as per Clause 1.1.3)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 90% (as specified in Clause 1.1.3.1). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-11.**

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3.1 of NIT.

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-11

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-12

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

___Sd.____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-13

(Undertaking as per clause 1.1.3.1 v(a) & (b) of NIT)

We do hereby undertake that GMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by GMRC/ Any Other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE-13A

(Undertaking as per clause 1.1.3.1 v(c) of NIT)

(to be submitted by tenderer (single entity/JV) and also each member of the JV/Consortium separately)

(i) We do hereby undertake that following is the list of all the on-going any works/Services awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed any Works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work/Services.

Applicant's legal name

Date.....

..... JV/Consortium Member's legal name.....Page Of

..... Pages

S.No.	Contract No. & Name of Work/ Services	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work.	Performance based on
				* Satisfactory/ Unsatisfactory	* Client's certificate/ Undertaking by tenderer
1					
2					
Add required number of rows					

* Strikethrough whichever is not applicable

(ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on client/Employer certificate or our undertaking. We also understand that GMRC at its sole discretion may get performance of any such work/Services, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client / Employer for such work is

Signature & Stamp of Bidder (Authorised Person from Bidder)

found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

Note :

- a) The tenderer may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions In case of non submission of either satisfactory performance certificate from Client/ Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.
- b) If the tenderer or any of the constituent “substantial member(s)” of JV/Consortium has reported four or less number of works in the Appendix 13A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent ‘substantial member(s)’ of JV/Consortium. Otherwise, the tenderer including the constituent ‘substantial member(s)’ of JV/Consortium shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any member of the constituent ‘substantial member(s)’ in case of JV/Consortium, in more than 20% of the works reported in the Appendix 13A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent ‘substantial member(s)’ of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- c) If there are any adverse remarks in the client’s completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as “fraudulent Practice”.
- e) The undertaking shall be signed by authorized signatory of the tenderer.

Stamp & Signature of Authorised Signatory

Example:

Works reported in the Appendix 19A	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

Signature & Stamp of Bidder (Authorised Person from Bidder)

**Appendix- 15 FORM OF TENDER-
(Undertaking as per clause 1.1.3.1v (d)
of NIT)**

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Services/works awarded by GMRC/ any other Metro Organization (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
3. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Appendix- 16

FINANCIAL DATA

(WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER:

(All amounts in Rupees in crores)

S. No	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5	6	7
	Total value of works done as per audited financial statements					

Name of Chartered Accountant (CA)	
Seal and Signature of CA	
Membership Number of CA	
UDI no of CA	

NOTE:

- a. Separate Performa shall be used for each member in case of JV/Consortium.
- b. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.

Signature & Stamp of Bidder (Authorised Person from Bidder)

- c. All such documents reflect the financial data of the tenderer or member in case of JV /Consortium, and not that of sister or parent company.
- d. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
- e. Historic financial statements must be complete, including all notes to the financial statements.
- f. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2016, 2017, 2018, 2019 and 2020.
- g. The above financial data will be updated to last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission of tender.

Signature & Stamp of Bidder (Authorised Person from Bidder)

APPENDIX 17

FINANCIAL DATA - Works in Hand (Commitment for On- Going works/Work in Hand)

Applicant's legal name **Date**.....

JV/Consortium Member's Legal Name**Page** of **pages**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 36 months with effect from the first day of the month of tender submission
Total							

Name of Chartered Accountant (CA)	
Seal and Signature of CA	
Membership Number of CA	

Note:

Signature & Stamp of Bidder (Authorised Person from Bidder)

1. The above Annexure shall be certified by Chartered Account in original under his signature, stamp and membership number and Firm Registration Number.

Signature & Stamp of Bidder (Authorised Person from Bidder)