



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

Tender No. GMRC/ADMIN/SECURITY SERVICES/2022

**“TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES 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 16***



**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](http://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/ADMIN/SECURITY SERVICES/2022**

**Date: 18-10-2022**

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

Tender Name	Tender Fees
TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC	5,000/-

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 09-11-2022.

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](http://www.gujaratmetrorail.com) without any obligation or press notification or other proclamation.

Sd/-

**Managing Director  
GMRC, Gandhinagar**

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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 PROJECT OFFICES AND SITES OF GMRC**”

**1.1.2 Key details :**

The details of the tenders are as follows:

A. Tender No.	GMRC/ADMIN/SECURITY SERVICES/2022
B. Name of Work	“TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC”
C. Estimated Amount of Work	INR 1.86 Crore
D. Tender Fees (Non-refundable)	INR 5,000/- 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 1,86,000/- (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.
F. Last Date and time of submission of E-Tender (Both Online and Physical)	<b>Date: 09-11-2022, 15:00 Hrs</b>  • Financial Bid is to be filled up on the online portal <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a> as per details required to be provided and mentioned in the Annexure – 3B, Pricing Document of the Tender document.

Signature & Stamp of Bidder (Authorised Person from Bidder)

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

	<ul style="list-style-type: none"> <li>Technical Bid is to be submitted physically at the address mentioned below &amp; is also to be uploaded online at <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a>. There shall be no change in technical bid submitted online &amp; in physical form. In case of any change, then the submission made online will be considered for evaluation</li> </ul>
G. Opening of Technical Bid	On the day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)
H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
I. physical submission of Technical Bid  (i.e. Technical Bid comprises of Tender fees, Tender Guarantee, Technical Bid & signed copy of Tender Document, Addenda & Clarifications)	Senior Deputy General Manager- 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
J. Tender validity	180 days from its submission date
K. Bid Security validity	180 + 60 = 240 days from the last date of submission of technical bid.
L. Performance Guarantee	3% of Contract Value.
M. 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.

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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 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.

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- (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 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 /

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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 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

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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.
- 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.

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**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).

**(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**

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- 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 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-

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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).

**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;

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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;

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

(b)

S. No	Name of Depot/ station	Field officer/ supervisor	ESM Security Guards	Civil Security Guards	Civil Security Guards (Female)
1	Karmayogi Bhavan office	1	6	6	2
2	Nirman Bhavan office		3	3	
3	KOBA office		3	3	
4	GNFC office		3	3	
5	Indroda site		3	3	
6	Survey no.15 site			3	
7	Prantiya Site			3	
8	Motera Site		6	6	
	TOTAL	1	24	30	2

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

- 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 requirement mentioned here is as per the current Security Personnel deployed at GMRC and it is only indicative one. 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.

**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](http://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,

Signature &amp; Stamp of Bidder (Authorised Person from Bidder)

email id: [snehal.shah@gujaratmetrorail.com](mailto: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 16
- (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](mailto:snehal.shah@gujaratmetrorail.com), Telephone +91 79 23248572, Extension 527

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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 46 numbers security personnel’s for a minimum period of one year with annual value of work  $\geq$  Rs. 1.49 crores or more**”.

OR

(ii) At least two works for “**providing minimum 29 numbers security personnel’s for a minimum period of one year with annual value of work  $\geq$  Rs. 0.93 crores or more**”.

OR

(iii) At least three work for “**providing minimum 23 numbers security personnel’s for a minimum period of one year with annual value of work  $\geq$  Rs. 0.74 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/ 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.
- 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

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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 **0.25 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.

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 **0.37 Crore** In case of JV- Net worth will be based on the percentage participation of each Member.

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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 **1.49 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:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

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:**

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- Financial data for last five financial years has to be uploaded by the tenderer in **Annexure-15** 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 **12 months** w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in **Annexure-16** 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. 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
  - 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
6. Bidder should have a registered office/Branch office in Ahmedabad/Gandhinagar. Documentary proof supporting office address like Shop And Establishment/PSARA/GST to be submitted.
7. Bidder should have submitted the Copy of professional tax registration.
8. 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.
9. GMRC at its sole discretion reserves the right to award the contract to more than one agency if the rates are same.

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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 (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) 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 (2021-22) 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.

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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 Apparel park Depot and 7 Stations of East-West Corridor 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.

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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 **60 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.

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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.

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

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Signature & Stamp of Bidder (Authorised Person from Bidder)

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.5,000/- (Rupees: 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.1,86,000/- (Rupees : One Lakh Eighty Six 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.

(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:**

Signature & Stamp of Bidder (Authorised Person from Bidder)



TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

- a. Valid License Copy from the controlling authority under “The Private Security Agencies (Regulation) Act, 2005 valid for Gujarat State,
- b. Deleted
- 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.

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.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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](mailto: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.

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

Email Id :	<a href="mailto:dscsupport@ncode.in">dscsupport@ncode.in</a>
	<a href="mailto:dscsales@ncode.in">dscsales@ncode.in</a>

**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:

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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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 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 Gol.
- (12.8) Deleted
- (12.9) Deleted
- (12.10) Deleted
- (12.11) Deleted
- (12.12) Deleted

### **(13) BID OPENING AND EVALUATION:**

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

- (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 'K' row of Annexure-3B) will be the lowest bid, in the online Price Bid submitted by Bidders. In case, two or more agencies quoting the same percentage/Price, then the agency having highest average annual turnover will be preferred for award of work.**  
However, if Required, Agency's Service charge as mentioned in column 'J1' 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) Deleted.
- (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.

### **(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:**

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Signature & Stamp of Bidder (Authorised Person from Bidder)

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.

**(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](mailto: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.

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(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 AND TERMS & CONDITIONS OF CONTRACT

1. The scope of work shall include below but not limited to this only. The personnel deployed by The Agency at office/sites mentioned in Annexure IIA shall work under overall supervision & direction of GMRC Administration.
2. The security personnel will work on 8 hours shift basis and if any one becomes absent alternate arrangement should have to be made immediately.
3. The Agency shall get the Guards and Supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. GMRC shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.
4. The Agency shall ensure that its personnel do not at any time, without the consent of The GMRC in writing, divulge any information, documents, accounts matter or transaction undertaken or handled by GMRC 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.
5. The Agency shall bear all the expenses incurred on the following items such as uniform, provision of torches and cells, lathis/ballams and all other affiliated items/facilities pertaining to providing mentioned services to security staff, required stationery and the registers at security check points and records keeping as per requirements.
6. Close liaison should be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the security guards.
7. In the event of any damages or losses caused by way of theft or pilferage of office properties, the officer-in-charge of security shall hold a preliminary enquiry and send a report to us. If it is felt necessary to report the case to the police, a complaint will be lodged accordingly and assistance will be rendered to police in order to trace the accused and recover the property and process the case in the Court of Law.
8. In the event of any loss incurred/occurred to GMRC, as a result of any lapse on the part of the Agency, such loss will be recovered from the amount payable to the Agency. The decision of Managing Director (M.D) shall be final and binding on the Agency.
9. 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 of GMRC Ltd.
10. The Security Supervisor will be responsible for overall security arrangement of GMRC Ltd. covered in the contract.
11. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
12. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.

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## TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

13. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
14. The officers and staff of GMRC will keep the Identity cards with them for checking and allowing entry by the security personnel.
15. Deployment of Guards/Gunmen/Security Supervisors shall be as per the instructions of the authorities of GMRC and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
16. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
17. The Agency shall maintain an attendance register in which day to day deployment of the personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by authorised representatives of GMRC.
18. All liabilities, of the personnel deployed, arising out of accident or death while on duty shall be completely borne by the Agency.
19. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by GMRC in daily job routine.
20. The Security guards should be covered under ESI scheme and PF with no liability whatsoever to GMRC in this regard. The wages paid to them should strictly comply with Minimum Wage Act and Contract Labour (R&A) Act.
21. The Agency is solely responsible for payment of monthly salary including leave salary, bonus, gratuity, etc. to the security personnel as applicable to them by law.
22. License from Labour Department as per section 12 of Contract Labour (R&A) Act, 1970 should be obtained for the contract work within 30 days of award of contract.
23. The agency shall be completely/solely responsible for making payment of monthly salaries and other admissible allowances to their personnel under Minimum Wages Act and other statutory provisions and GMRC shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel. As per the orders of the Govt. of Gujarat, the Agency is required to make the payment of the salary/wages to their employees through Cheque/bank Transfer and the copy of the same shall be submitted to GMRC. The Agency shall also follow the rules pertaining to Labour Contract and PF and it will be sole responsibility of the agency to insure its deployed Security Personnel under Group/Personal Insurance policy. It will be a sole responsibility of the agency to make payment to the deployed Security Personnel as per the latest norms/rates of Minimum Wages, statutory norms and any other admissible allowances to the personnel under any law of government.
24. The personnel deputed will be rotated every six months unless specifically requested otherwise by the Competent Authority of GMRC. Any change in the deployment of Security Personnel will be intimated to GMRC in advance by the agency.

### **DEPLOYMENT OF STAFF:**

1. Guards are to be provided for day and night (round the clock) vigilance of the office premises, sites, depots and its assets.
2. The lower age limit of the guard shall not be less than 21 years and the upper age limit shall not be more than 55 years. The age criteria should be adhered to strictly.

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3. Guards to be deputed should be literate and experienced to the similar job. The personnel engaged should be of robust physique and project an image of utmost discipline. They shall be extremely courteous with pleasant mannerism in dealing with the officials/staff/representative/guests of GMRC. They shall perform their duties diligently and afford protection to the movable and immovable properties including checking of two-wheelers, cars, maintenance of entry registers and such other duties that may be assigned by GMRC officers concerned from time to time.
4. The guards should be skilled in traffic management, fire fighting and first aid treatment.
5. The security personnel should be in standard uniforms, safety shoes, identity badges, torches, baton (Rain boots and Rain coats for usage during Rainy season).
6. Security personnel shall also ensure door keeping duties.
7. Entry of the street-dogs and stray cattle into the offices / site offices is to be prevented. It should be at once driven out.
8. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open, all over the premises.
9. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
10. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
11. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of GMRC Ltd. Guards/Supervisors should be sensitized for their role in such situations. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
12. The agency has to deploy minimum 20% of ex-serviceman (ex-army/ex-paramilitary) from the total deployment at GMRC Ltd.
13. 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.
14. The Agency has to initially deploy required Security Personnel as mentioned in the Annexure-3 A.
15. The requirement of Security Personnel may increase or decrease during the contract period and the agency will have to deploy its Security Personnel accordingly without any objection.
16. Daily Report to be submitted by Field Officer on any incidents happen in any office/site or Depots with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etcetera.
17. To ensure all movements of man and materials to be recorded and to be documented in valid manner and may be asked by GMRC officials for review time to time.

## **2. Payment of Monthly Bills**

Payments shall be made on monthly basis within 15 working days after submission of statutorily complied bills in the succeeding months. The Agency shall submit the bills before 5<sup>th</sup> of every month along with the certificate of satisfactory work done given by GMRC. The agency has to make

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payment to its Security Personnel deployed at GMRC before 5<sup>th</sup> of the every month. Payment to the agency staff by the agency will not depend on the clearance of the bill submitted at GMRC Ltd. If agency fails to make payment to its Security Personnel deployed at GMRC before 5<sup>th</sup> of every month, it will be viewed as a service lapse and suitable penalty as decided by competent authority of GMRC Ltd. may be deducted from its monthly invoice/bill. Along with invoice, below documents to be submitted by agency after then only payment will be processed by GMRC.

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

**3. Deduction for Exceptions**

- a. In case of any of the Agency's personnel deployed under the contract is (are) absent or fails to report in time and Agency is unable to provide suitable substitute in time, a penalty equal to double the wages (per day) of the number of Security Personnel absent on that particular day shall be levied by 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 competent authority of GMRC.
- b. 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. 5000/- (Rupees Two 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.
- c. 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.
- d. GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
- e. Rs.5000 (Rupees Five Thousand Only) will be deducted on each incident if any report is missing along with the bill or not signed off by GMRC officer in case of not satisfactory work.
- f. 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.
- g. 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 Competent Authority of GMRC Ltd. will be deducted from the agency's monthly bill/performance guarantee.

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**4. Period of Contract:**

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

**5. Performance Guarantee:**

The Agency shall deposit Performance Guarantee of 3% of Contract Value in the form of DD, PO, Bank Guarantee or Fixed Deposit from nationalised bank within 21 calendar days from the date of Letter of Acceptance (LOA). Performance Guarantee must be valid up to a period of Sixty Days after the date of completion of contract, in case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Company Ltd. This Performance Guarantee shall be released only after 60 Days from the date of expiry of the contract. The format of Performance Guarantee is given in Annexure-7.

**6. 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.

**7. Change in Terms and Conditions/Contract:**

GMRC 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 abiding to the same and no representation in the said manner will be allowed / entertained.

**8. Termination:**

- (8.1) If The Agency fails to perform its duties/functions satisfactory as prescribed by GMRC, 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.
- (8.2) The Contract shall be considered as terminated in the event of the death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. GMRC has to complete process to appoint the new agency during the mentioned period.
- (8.3) 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 performance guarantee will be seized.
- (8.4) In addition to the any provision of this contract, GMRC 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.
- (8.5) If any failure by the Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by GMRC. In such a case, the performance guarantee will also be forfeited.

**9. Statutory Compliance with Laws, Regulations and Orders:**

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

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**10. 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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Signature & Stamp of Bidder (Authorised Person from Bidder)

## ANNEXURE – 1, Guidelines for Technical Bid Submission

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

<b><u>S.N</u></b>	<b><u>Documents to be Submitted</u></b>	<b><u>Yes or No</u></b>	<b><u>If Yes, Page no.at</u></b>
1.	Technical Bid		
<b>a</b>	<b>Envelope – 1 (i.e. Tender fees and Tender Security)</b>		
<b>b</b>	<b>Envelope – 2 (i.e. Qualification cum Technical Bid)</b>		
<b>c</b>	Valid License Copy from the controlling authority under section 7(5) of “The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]		
<b>d</b>	Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners also		
<b>e</b>	Self attested copy of PAN card of the Agency/Firm/Company under Income Tax Act		
<b>g</b>	Self attested copy of Service Tax Registration Number/GSTIN of the Agency/ Firm/ Company		
<b>h</b>	Self attested copy of Valid Registration No. of the Agency/Firm		
<b>i</b>	Self attested copy of valid Provident Fund Registration Number of the Agency/Firm/Company		
<b>j</b>	Self attested copy of valid ESI Registration Number of the Agency/Firm/Company		
<b>k</b>	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		
<b>l</b>	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		
<b>m</b>	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		
<b>n</b>	Annexure-4 (i.e. Contact Details)		
<b>o</b>	Annexure-5 (i.e. Undertaking) in Original		
<b>p</b>	<b>Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)</b>		
<b>q</b>	Annexure- 8 to 17		

Signature & Stamp of Bidder (Authorised Person from Bidder)

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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Signature & Stamp of Bidder (Authorised Person from Bidder)

## ANNEXURE – 2, Experience & Financial Details

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

SN	Description of Work	Name of Client/ Organization	Work Period (In Yrs)	Satisfactory work completion certificate (Yes/No)	Work Order Value (In Cr.)		Nos. of Security Personnel deployed for minimum period of one year (In Nos.)	Copy of Labour License (Yes/No)
					Annual value of work	Total Value of Work		
1								
2								
3								

**(B) Financial Detail**

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
1.	<b>Total Assets</b>					
2.	<b>Current Assets</b>					
3.	<b>Total External Liabilities</b>					
4.	<b>Current Liabilities</b>					
5.	<b>Annual Profits Before Taxes</b>					
6.	<b>Annual Profits After Taxes</b>					
7.	<b>Net Worth [= 1 - 3]</b>					
8.	<b>Liquidity [=2 - 4]</b>					
9.	<b>Return on Equity</b>					
10.	<b>Annual turnover (from construction)</b>					
11.	<b>Gross Annual turnover</b>					

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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Name of Chartered Accountant (CA)	
Seal & Signature of CA	
Membership No. of CA	
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 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.
3. In case audited balance sheet of the last financial year (i.e. 2021 – 22) 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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Signature & Stamp of Bidder (Authorised Person from Bidder)



## ANNEXURE - 3A

### DETAILS OF SECURITY GUARDS REQUIRED INCLUDING EX-SERVICEMEN

Site Name	Field Officer	ESM SG	Civil SG	Civil Lady SG	Total No of s/G
Karmayogi Bhavan office	1	6	6	2	15
Nirman Bhavan office	0	3	3		6
KOBA office	0	3	3		6
GNFC office	0	3	3		6
Indroda site	0	3	3		6
Survey no.15 site	0	0	3		3
Prantiya Site	0	0	3		3
Motera Site	0	6	6		12
Total no. of Deployment	1	24	30	2	57

- 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 requirement mentioned here is as per the current Security Personnel deployed at GMRC and it is only indicative one. 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.

## ANNEXURE –3 B - FINANCIAL BID

SR. NO.	RATE OR SALARY OR WAGE BREAK UP	Field officer/ supervisor	ESM Security Guards	Civil Security Guards	Civil Security Guards (Female)
A	Minimum Wages (MW) per Month (as per Law)	22,776.00	20956.00	9341.80	9341.80
B	EMPLOYER'S CONTRIBUTION				
B1	For Leave (A/26 x 1.3)	1138.80	1047.80	467.09	467.09
B2	Bonus (8.33% of A)	1897.24	1745.63	778.17	778.17
B3	PF Contribution (13% of A)	1950	1950	1214.44	1214.44
C	Total= A+B	27,762.04	25,699.43	11801.50	11801.50
D	Relievers Charges (All security personnel to be given one weekly off and relievers to be provided to ensure 24x7 security) = C/6	4,437.21	4,108.61	1,889.07	1,889.07
E	ESI Contribution = (C+D-B3)x3.25%	-	-	405.47	405.47
F	Total Monthly Cost per Security = C+D+E	32,199.25	29,808.04	14096.04	14096.04
G	Manpower Required (Provisional)	1	24	30	2
H	TOTAL (Monthly Cost) = FxG	32,199.25	7,15,392.97	4,22,881.13	28,192.08
I	<b>Total Annual Cost (Hx12)</b>	<b>11,98,665.43</b>			
J1	Administrative charges, <b>Miscellaneous Charges</b> and Profit Margin in Percentage to be quoted by bidder in figure. (Only first two digits after decimal will be considered, without any rounding off for third and more digits)	Quote (in % upto two decimal)			
J2	Administrative Charges, Miscellaneous Charges and Profit Margin Amount in INR = IxJ1 (in % upto two decimal)	<b>System Calculate (IxJ1)</b>			
K	Final Bid Amount in INR (I+J2)	<b>System Calculate (I+J2)</b>			

- Rates to be quoted excluding GST
- **Miscellaneous Charges: Providing Uniform & Uniform allowance, HRA and other mandatory/customary facilities to all workmen as per applicable instruction /Prevalent laws like rest room etc.**

Signature &amp; Stamp of Bidder (Authorised Person from Bidder)

- In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF and ESI etc, and/or in the percentage value of contribution towards EPF and ESI etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. item no 1 of BOQ will be suitably modified). All payments that are statutory (refer item no 1 in column I) are paid with the provision that they are transferred to workmen in to without any deduction whatsoever. Any default in payment of wages less than statutory wages etc and claim of such wages etc from GMRC will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
- The column BILL OF QUANTITIES (BOQ) - Manpower is based on current minimum wages as on date of issue of NIT. Any increase over statutory payment for workmen will be reimbursed vide above point.
- **In case, two or more agencies quoting the same percentage/Price, then the agency having highest average annual turnover will be preferred for award of work.**
- Please read instructions/conditions given in "Instructions for filling up BOQ" carefully before quoting rates.
- The payment against the PF and ESI contributions made by the Contractor for Housekeeping staff/Supervisors/Manager shall be reimbursed to the Contractor only after submission of proof that it has been credited to their PF/ESI accounts.
- The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- Present BOQ is based on wages notified by the Government of Gujarat, Zone-I and Area-A" for GOI norms of Minimum Wages.
- In case of any anomaly the GRs and rules of Gujarat Government and Govt. of India will prevail.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## 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	Deleted	
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	<b>Details of Tender Fees</b>	
	a) Amount	
	b) Pay order or DD No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
	<b>Details of Tender Security</b>	

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><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b></p> <p>a) Affidavit in case of Proprietary firm.</p> <p>b) Partnership Deed in case of partnership firm.</p> <p>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</p> <p>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.</p> <p>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> <p><b>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.</b></p>		

Signature &amp; Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 4A

(Page2)

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
<b>MEMBER – 1</b>	
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)	
<b>MEMBER – 2</b>	
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**

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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, 1<sup>st</sup> 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.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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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 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.

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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 -Part-1, 7 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/E-W/Part-1/2022, 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 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).

Signature & Stamp of Bidder (Authorised Person from Bidder)

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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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.
  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
- 

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 -Part-1, 7 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 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 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

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Signature & Stamp of Bidder (Authorised Person from Bidder)

TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICES AND SITES OF GMRC

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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

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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. 2021-2022 has not been audited. If the Balance sheet for F.Y. 2021-22 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.**

**2021-22** 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**

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

---

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

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listed above and if performance from Client / Employer for such work is 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

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**ANNEXURE - 14 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

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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.

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## ANNEXURE - 15

## 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 2017- 2018	Year 2018- 2019	Year 2019- 2020	Year 2020- 2021	Year 2021- 2022
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:**

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

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- 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. 2017, 2018, 2019, 2020 and 2021.
- 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.

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ANNEXURE 16

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 <b>12 months</b> with effect from the first day of the month of tender submission
<b>Total</b>							

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

**Note:**

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

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