

# REQUEST FOR PROPOSAL (RFP)

FOR

## SELECTION OF SERVICE PROVIDER FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES AT SABARMATI RIVERFRONT PROJECT AREA (WEST SIDE) IN THE CITY OF AHMEDABAD

March 2024



**Sabarmati Riverfront Development Corporation Limited  
(SRFDCL),**

**2<sup>nd</sup> Floor, “Riverfront House”, Behind H. K. Arts College,  
Between Gandhi & Nehru Bridge, Pujya Pramukh Swami  
Maharaj Marg (Riverfront - West), Ahmedabad – 380009**

● Tel: 079-26580430 ● E-mail: [office@srfdcl.com](mailto:office@srfdcl.com)

Website: - [www.sabarmatiriverfront.com](http://www.sabarmatiriverfront.com), [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in)

## ABSTRACT

Event Description	Date
1. Name of Work	Selection of Service Provider for providing round the clock security services at Sabarmati Riverfront Project Area (West Side) in the city of Ahmedabad.
2. Date of Issue of RFP	14-03-2024
3. Last date for receiving queries	22-03-2024 up to 04:00 PM on <a href="mailto:office@srfdcl.com">office@srfdcl.com</a> only. Hard copy of queries shall not be accepted. Queries received after due date and time shall not be entertained.
4. Pre-Bid Meeting	<p>To be held on, 26-03-2024 at 11:00 AM in the office of SRFDCL at 2<sup>nd</sup> Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad-380009, Gujarat.</p> <p>Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/commercial Financial conditions.</p>
5. Response to Queries	The response will be uploaded on the SRFDCL website on or before 02-04-2024 before 06:00 PM.
6. Last Date and Time for Online and Physical Submission of Bids	<p>Date: 12-04-2024 before 02:00 PM for online Bid Submission.</p> <p>Date: 12-04-2024 before 05:00 PM for Physical Submission.</p> <p>The bidder shall submit the RFP document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.</p> <p>The bidder shall read all the terms and conditions of RFP and accepts the same to proceed further to submit the bid.</p>
7. Time & Date of Opening of Technical Bids	15-04-2024 at 11:00 AM in office of SRFDCL at Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009.
8. Opening of Financial Bid	The qualified bidders shall be informed the date through e-mail.
9. Validity of Bids	180 days from the bid due date.

<b>Event Description</b>	<b>Date</b>
10. Address for communication and clarifications & Bid submission.	General Manager - (A & F) 2 <sup>nd</sup> Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad- 380009, Gujarat.
11. Cost of RFP document	Rs. 10,000/- payable as per this RFP
12. EMD/ Bid Security	1% of the Estimated value Rs. 3,84,62,970/-
13. Performance Security	5% of the contract value

## DISCLAIMER

Sabarmati Riverfront Development Corporation Limited (herein after called “SRFDCL” or “Authority”) has prepared this RFP solely to assist prospective Bidders in making their decision of whether to bid. While Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither the Authority nor any of its representatives, officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require to submit the bid. The information is provided on the basis that it is non-binding on the Authority, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

The authority reserves the right to not proceed with the bidding process at any stage without assigning any reasons thereof, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

## DETAILS TO BE FURNISHED ALONG WITH APPLICATION

Interested Bidders can view these RFP documents online but bidders who are interested in bidding in this RFP can download RFP documents as mentioned above and Bidder who wishes to submit their offer shall pay RFP document fee in the form of Account Payee Non-refundable Demand Draft payable at Ahmedabad drawn on any Nationalized Bank/Scheduled Bank.

RFP Documents are only available in Electronic Form. Bidders shall upload the RFP documents after submitting the DD details for RFP Document Fees and EMD details online.

The Bidder shall submit the RFP document along with all the forms electronically as well as physically also.

Bidders who wish to participate in this RFP will have to register on [www.nprocure.com](http://www.nprocure.com). Further, Bidders who wish to participate in online RFP process will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from the below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

CEO,  
Manager (Marketing),  
(n) Code solution – A division of GNFC Ltd.  
403, GNFC Info Tower, S.G. Road, Bodakdev,  
Ahmedabad: 380054 (Gujarat)  
Phone No.+9179 - 40007501/12/16/17/25,  
+917930181689/7926857316/18  
Fax: +9179 - 40007533/26857321

### **CONTACTING OFFICER:**

In case bidders need any clarification or if training required for participating in online RFP, they can contact the (n) code solution – A division of GNFC Ltd. at the above address.

### **DOWNLOAD OF RFP DOCUMENT: -**

The RFP document for these works are available only in Electronic format which Bidder can download after paying the necessary RFP document fees as explained above.

### **SUBMISSION OF RFP: -**

The bidder shall submit the Technical Bid and RFP Document Fees & EMD amount in a separate sealed cover duly super scribed, and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed before last date of submission as mentioned in the RFP notice.

**Financial Bid is not to be submitted in the physical form and it has only to be submitted online. In case of default, the entire Bid shall be summarily rejected. The bidder must read all the terms and conditions of RFP and accept the same to proceed further to submit the bid.**

**THE BID SHOULD CONSIST OF THE FOLLOWING DOCUMENTS:**

RFP document fee amount (non-refundable) of **Rs. 10,000/- (Rupees Ten Thousand Only)** & Bid Security (Earnest Money Deposit) for an amount of 1% of the Estimated Value in the form of an Account Payee DD, PO, from a Nationalized/Scheduled Bank, in favour of “Sabarmati Riverfront Development Corporation Limited” payable at Ahmedabad. Bid submitted without EMD and RFP Document Fees will be disqualified.

**SUBMISSION OF TECHNICAL BID ONLINE:**

The bidder shall submit the RFP document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL shall not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.

The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / RFP Fees etc. as per the requirements contained in the RFP in support of their technical bids. The bidder should sign all statements, documents etc. uploaded by him, owning responsibility for their correctness /authenticity.

**OPENING OF TECHNICAL BID ONLY**

The Technical Bid will be opened on 15-04-2024 at 11:00 AM.

**OPENING OF FINANCIAL BID:**

It shall be informed to the technically qualified bidders through e-mail. Financial proposals for the eligible and responsive offers will be opened.

## Table of Contents

<b>1</b>	<b>PREAMBLE</b> .....	<b>9</b>
<b>2.</b>	<b>DEFINITIONS</b> .....	<b>10</b>
<b>3.</b>	<b>INSTRUCTION TO BIDDERS</b> .....	<b>21</b>
3.1	ABOUT THE CONTRACT.....	21
3.2	AMENDMENT OF RFP: .....	21
	AWARD OF RFP .....	21
	THE AUTHORITY ALSO RESERVES THE RIGHTS TO ACCEPT OR REJECT ANY OR PART OF BID OR THE ENTIRE BID WITHOUT ASSIGNING ANY REASON THEREOF WITHOUT ANY KIND OF LIABILITY. ....	22
3.3	DOCUMENTS CONSTITUTING BID .....	22
	BID SUBMISSION FORMAT .....	22
	BID OPENING PROCESS .....	23
	OPENING OF TECHNICAL BID .....	23
	ANNOUNCEMENTS OF BIDS.....	23
	OPENING OF PRICE BID .....	23
	COMPLETENESS OF BIDS & RECTIFICATION OF ERRORS .....	24
	CLARIFICATION OF BIDS .....	24
	REJECTION OF BID.....	24
	EVALUATION OF ELIGIBILITY AND QUALIFICATION CRITERIA .....	25
	EVALUATION OF RFP DOCUMENT FEE AND BID SECURITY CRITERIA .....	25
	EVALUATION OF ELIGIBILITY CRITERIA.....	25
	DOCUMENT CHECKS AND EVALUATION OF QUALIFICATION CRITERIA .....	27
	EVALUATION OF FINANCIAL BID AND DETERMINATION OF PREFERRED BIDDER FOR AWARD OF PROJECT .....	27
	BID SECURITY .....	27
	DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDER(S).....	28
	DISCHARGE OF BID SECURITY OF PREFERRED/SUCCESSFUL BIDDER .....	28
	PERFORMANCE BANK GUARANTEE (PERFORMANCE SECURITY).....	28
	AUTHORISATION OF BIDDER’S SIGNATORY .....	29
	VALIDITY PERIOD .....	29
	EXTENSION OF PERIOD OF VALIDITY .....	29
	MODIFICATION OF BID .....	30
	RIGHT TO CALL FOR MORE INFORMATION / DOCUMENTS .....	30
	WORK ORDER & AGREEMENT .....	30
	TAX LIABILITY .....	30
	FORMATION OF CONSORTIUMS OR JOINT VENTURES.....	30
	UNDERSTANDING OF TERMS .....	30
	CONFLICT OF INTEREST.....	30
	AUTHORITY’S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY PROPOSAL.....	31
	NOTIFICATION OF AWARD AND SIGNING OF CONTRACT .....	31
	FAILURE TO AGREE WITH THE TERMS AND CONDITIONS: .....	31
	CORRUPT OR FRAUDULENT PRACTICES: .....	31
	COMMENCEMENT AND TENURE OF SERVICE PERIOD: .....	32
	PAYMENT PROCEDURE: - .....	32
	<b>IN CASE THE ACTIVITY HAS TO BE STOPPED DUE TO ANY ADMINISTRATIVE REASONS BY ANY AUTHORITY, IN SUCH CASE THE SERVICE PROVIDER SHALL NOT CLAIM DUES FROM SRFDCL FOR THE SAME. ....</b>	<b>33</b>
<b>4.</b>	<b>SCOPE OF WORK FOR THE SERVICE PROVIDER</b> .....	<b>33</b>
<b>5.</b>	<b>GENERAL RFP CONDITIONS</b> .....	<b>36</b>

5.1	OBLIGATION OF SERVICE PROVIDER .....	36
5.3	DAMAGES/PERFORMANCE PENALTIES: .....	42
5.4	JURISDICTION OF COURTS .....	44
5.5	EVENTS OF DEFAULT AND TERMINATION .....	44
5.5.1	EVENT OF DEFAULT .....	44
5.5.2	TERMINATION DUE TO EVENT OF DEFAULT AND TERMINATION PAYMENT .....	45
5.5.3	RIGHTS OF AUTHORITY ON TERMINATION .....	46
5.5.4	TERMINATION PAYMENTS .....	46
5.6	LIABILITY .....	46
5.7	INDEMNITY .....	46
5.8	FORCE MAJEURE.....	47
5.9	NO ASSIGNMENT .....	47
5.10	INDEPENDENT SERVICE PROVIDER .....	47
5.11	SEVERABILITY AND WAIVER .....	48
5.12	REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER.....	48
5.13	AWARDING THE WORK TO SECOND LOWEST BIDDER: .....	49
<b>ANNEXURE 1: FORWARDING LETTER.....</b>		<b>50</b>
<b>ANNEXURE 2 : BIDDER INFORMATION .....</b>		<b>51</b>
<b>ANNEXURE 3: BIDDER’S EXPERIENCE .....</b>		<b>52</b>
<b>ANNEXURE 4 : BIDDER’S TURNOVER.....</b>		<b>53</b>
<b>ANNEXURE 5 : UNDERTAKING.....</b>		<b>54</b>
<b>ANNEXURE 6: ANTI-BLACK LISTING CERTIFICATE.....</b>		<b>55</b>
<b>ANNEXURE 7: FORMAT FOR AUTHORIZATION OF BIDDER’S SIGNATORY .....</b>		<b>56</b>
<b>ANNEXURE 8: FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE</b>		<b>57</b>
<b>ANNEXURE 9: FORMAT FOR FINANCIAL BID .....</b>		<b>58</b>
<b>ANNEXURE 10: FORMAT FOR ELIGIBILITY CRITERIA .....</b>		<b>60</b>



## 1 PREAMBLE

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Sabarmati Riverfront Development Corporation Limited (SRFDCL) invites Bids from interested Bidders for the round the clock Security services for all (West side) the SRFDCL sites (including all the area and nearby areas on West side from Vasna Barrage to Torrent Power, SRFDCL boundary of Sabarmati Riverfront project area being implemented by it in city of Ahmedabad.

The Bids shall be prepared in English and all entries must be typed and written in blue / black ink. Initials of the authorized representative of the bidder must attest all alterations made, if any while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid.

**A copy of this RFP document with all pages duly signed and stamped must accompany the bid.**

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the right to cancel, terminate, change or modify this RFP process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done based on the technical evaluation process specified in Instruction to Bidder section of this RFP. Only those proprietors/firms/companies who qualify based on this evaluation process will be qualified Bidders for the purpose of opening of Financial Bids and its evaluation. The date of opening of Financial Bids will be communicated to qualified bidders later.

## 2. DEFINITIONS

“**SRFDCL**” shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) of Ahmedabad Municipal Corporation (AMC), an entity incorporated as a company under the Indian Companies Act, 1956.

“**Authority**” means the Sabarmati Riverfront Development Corporation Limited (SRFDCL) as the context may require or admit.

“**Bid**” or “**Detailed Bid**” shall mean the detailed Bid submitted by the Bidder in response to this RFP including clarifications and/or amendments, if any.

“**Bid Security**” shall mean the Security furnished by the Bidder, as part of the Detailed Bid submission.

“**Due Date**” shall mean the last date for submission of RFP.

“**Month**” shall mean generally a period of 30/31 days for billing cycle.

“**Firm**” shall mean a single legal entity, which is a registered body, Government contractor or statutory body.

“**Security Service/s**” unless the contexts suggest otherwise, shall mean the Services covered under this RFP Document.

“**Work Order**” shall mean the letter to be issued by Authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this RFP document.

“**Performance Security**” shall mean the Bank Guarantee furnished by a successful Bidder as per terms and conditions of this RFP.

“**Service Provider**” or “**Agency**” shall mean the proprietor/firms/companies/firm/company which is the successful/Preferred bidder and has been selected by the Authority for the work as per the terms and conditions of this RFP.

“**Service Charges**” means the charges payable by the Authority to the Service Provider as per Terms and Conditions of the Agreement, RFP and Work Order exclusive of any kind of Central or State Taxes, local levies, statutory dues, etc. that may be as per prevalent law.

“**Taxes and Duties**” shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.

“**Service Agreement**” or “**Agreement**” or “**Contract**” shall mean the Agreement between the SRFDCL (hereinafter to be referred as “SRFDCL/Authority”) and the Successful Bidder (here

in after referred as the “Service Provider”) which allows the Service Provider for Security service for entire area falling under the Riverfront site including nearby areas on West side from Vasna Barrage to Torrent Power boundary of Sabarmati Riverfront project area. The RFP document, Work Order, any amendment and any communication by SRFDCL shall be deemed to form and be read and construed as part of this Agreement.

**“Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), Statutory Authority, tribunal, board or court as may be applicable from time to time for round the clock security services for West Side;

**“Applicable Permits” or “Applicable Approvals”** shall mean any and all permissions, clearances, developments, authorizations, consents, no-objections, approvals and notifications for and in respect of the round the clock security services for West Side from any Concerned Authority as may be applicable but for the purposes of this Agreement excludes the applicable permits required to be obtained by the SRFDCL under this Agreement;

**“Commencement Date”** means the date of commencement of Service Period for Security services on the West side Sabarmati Riverfront Project Area Ahmedabad.

**“Concerned Authority” or “Applicable Authority” or “Competent Authority”** shall mean Government of India, Government of Gujarat, any other Government Authority, Ahmedabad Municipal Corporation (“AMC”), Central or State, Statutory Body, Local Authority, Planning Authority or any Authority designated under any enactment or rules made thereunder for approving and regulating the round the clock security services for West Side.

**“Damages”** shall mean any claim of the SRFDCL against the Service Provider for breach of this Agreement, including but not limited to damages of facility, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Service Provider shall be entitled to claim and adjust the Performance Security. The type/nature/amount of the breach/damages shall be decided by the Competent Authority after the assessment of the damage.

**“Performance Security”** shall mean 5% of the contract value in terms of the total fees payable in three years for the scope of work in the form of Bank Guarantee from Nationalized/Scheduled Bank/Banks as per GoG/AMC Circular. This shall be payable on or before signing of Agreement. The Performance Security shall be valid up to the end of Contract period and an additional period of 90 (ninety) days thereafter. The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.

**“Service Period”** shall mean the tenure of round the clock security services shall be initially for 3 years from the date of issuing the Work Order till the early termination of the Service

Period or expiry of the Service Agreement, whichever is earlier and which may be extended for further 2 years' subject to satisfactory performance of the Service Provider and on mutual agreement.

“**INR**”, “**Rs.**” or “**Rupees**” refers to the lawful currency of the Republic of India.

"**Taxes**" shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the round the clock security services for West Side.

“**Termination of the Service Agreement**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

“**Effective Date**” shall mean the date of execution of this Agreement.

## **BID SUMMARY**

<b>Sr. No.</b>	<b>Key Information</b>	<b>Details</b>
1.	<b>RFP for</b>	Selection of Service Provider for Round the clock security services at Riverfront site and nearby areas on West side from Vasna Barrage to Torrent Power, SRFDCL boundary of Sabarmati Riverfront project area being implemented by it in city of Ahmedabad.
2.	<b>Nodal Department</b>	Sabarmati Riverfront Development Corporation Limited (SRFDCL).
3.	<b>Estimated Cost</b>	Estimated Amount of Work <b>Rs. 11,53,88,910/-</b> for the contract tenure (Excluding GST).
4.	<b>Project Site and Area on West Side</b>	Round the clock security services on west side of the SRFD project Area [the length of this stretch is approx. 11.5 km (one side)] which majorly includes the followings: A. Lower Walkway, Viewing Galleries, Ghats, Ramps B. Upper Walkway & Upper Promenade C. Open ground on Upper Promenade D. All Footpaths, Divider, Main Roads, Approach roads and open surface falling under Riverfront boundary. E. Riverfront House F. Public Toilets (Upper side) G. Parks & Gardens along with the toilet blocks of the Gardens. H. Event Centre I. ATAL Bridge More details are mentioned in scope of work.
5.	<b>Tenure of Service Contract</b>	Tenure of the service period for round the clock Security services is initially for 3 years from the date of issuing the Work Order till the early termination of the Service Period or expiry of the Service Agreement, whichever is earlier and which may be extended for further 2 years' subject to satisfactory performance of the Service Provider and on mutual agreement.
6.	<b>RFP Submission Format</b>	<b>Online:</b> The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / RFP Fees etc. as per the

Sr. No.	Key Information	Details
		<p>requirements contained in the RFP in support of their technical bids. The bidder should sign all statements, documents etc. uploaded by him, owning responsibility for their correctness /authenticity.</p> <p><b>Bidders are required to sign and stamp on all the pages of RFP and submit the Hard Copy / Offline in following two envelopes.</b></p> <p><b>a) Envelope 1: “RFP Document Fees and Bid Security Deposit (EMD)”.</b>  Bid Security Deposit and RFP document fees amounts are provided in point 10 and 11 respectively of this Bid Summary.</p> <p><b>b) Envelope 2: “Eligibility and Qualification Details”</b></p> <ol style="list-style-type: none"> <li>1. Annexure 1 - Forwarding Letter</li> <li>2. Annexure 2 - Bidder Information</li> <li>3. Annexure 3 - Bidder’s Experience</li> <li>4. Annexure 4 - Bidder’s Turnover.</li> <li>5. Annexure5 – Undertaking for true information.</li> <li>6. Annexure 6 - Anti blacklisting certificate.</li> <li>7. Annexure 7- Authorization of Signatory of the bidder (not applicable in case of proprietorship firm).</li> <li>8. Annexure 8- Format for Performance Security in the form of bank guarantee.</li> <li>9. Entire RFP document signed &amp; stamped on each page by the bidder/ its authorized representative.</li> </ol> <p>All the information/Documents specified in above annexure.</p> <p><b><u>Financial Bid is not to be submitted in the physical form and it has only to be submitted online. In case of default, the entire Bid shall be summarily rejected.</u></b></p>

Sr. No.	Key Information	Details
7.	<b>Eligibility and Qualification Criteria</b>	<p>a) <b><u>Turnover Criteria:</u></b></p> <p>Average Annual Turnover (excluding taxes) of bidder over three years out of last seven years should be equal to or more than <b>Rs. 8,65,41,683/- (Approx. 75% of estimated cost)</b> from round the clock security services. The bidder must submit below mentioned details along with technical bid.</p> <ul style="list-style-type: none"> <li>- Copies of <b>Audited Annual reports</b> for the 3 financial years out of last 7 (seven) years as stated above.</li> <li>- <b>Turnover certificate</b> specifying the bidder's Turnover for the three financial years out of last seven years for round the clock security work, signed by <b>practicing Chartered Accountant</b>.</li> </ul> <p>b) <b><u>Work Execution Experience:</u></b></p> <p>i). The contractor should have minimum Five years' experience out of last seven years in Security services. Out of which, the contractor should have minimum three years' experience in Public Sector Unit, Government or Semi - Government Departments.</p> <p>ii). Experience in security service; work of service providing as demonstrated through a single contract value of:</p> <p style="padding-left: 40px;">80% of the estimated cost</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">Two similar completed work costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">Three similar completed work costing not less than the amount equal to 40% of the estimated cost with either a Public Sector Unit, Government or Semi-Government</p>

Sr. No.	Key Information	Details
		<p>Department, any company, Corporation, in any one year during the last three financial years as demonstrated by signed contract/agreement/evidence of satisfactory service record as demonstrated by Work order/letter/certificate to this effect.</p> <p>iii). Bidder must provide written binding stating that (1) bidder is fully capable to provide required number of staff as per RFP for providing satisfactory services as per the contract requirements. (2) bidder will be solely responsible for deployment of properly trained and qualified staff for the execution of the service contract</p> <p>iv). The Bidder should possess valid ISO-9001:2015 or above certification for Security services. Latest Copy of certificate must be attached with the Technical Bid.</p> <p><b>c) <u>Registration:</u></b></p> <p>The bidder shall have the following registrations and details of the same be provided in the Technical Bid:</p> <p>(a) Registration certificate under:</p> <ul style="list-style-type: none"> <li>i. Contract labour (R&amp;A) Act 1970 and latest labor license</li> <li>ii. ESI</li> <li>iii. EPF</li> <li>iv. Income Tax</li> <li>v. GST/Service Tax</li> <li>vi. Professional Tax</li> <li>vii. Certificate of Incorporation / Partnership deed (Not applicable in case of proprietor)</li> <li>viii. PSARA License</li> </ul>



Sr. No.	Key Information	Details
		<p>(b) ESIC/EPF payment certificate for last three years from concern authority. (2020-21 to 2022-23)</p> <p>(c) Income Tax Return of the company/firm /proprietor for the past three years should be enclosed. (2020-21 to 2022-23)</p> <p>(d) GST/Service Tax Return of the Company/firm for the past three years should be enclosed. (2020-21 to 2022-23) - (if not final than provisional duly certified by Chartered accountants)</p> <p>(e) No Due certificate from certified CA for PF, ESIC, PT (upto August 2023) and any other statutory dues payment which are mandatory and applicable to the company.</p> <p>(f) Details of their offices in Ahmedabad as well as Gujarat and India.</p> <p><b>(D) CHECK LIST:</b> For Eligibility Criteria (Following Details are compulsory to be filled) Please find the details in Annexure 10.</p>
8.	<b>Award Criteria</b>	<p>The bidder may bid for both sides, however, single bidder shall not be selected for the work for both West and East Sides. If the bidder is L1 for both sides, he shall be awarded the work for West side and L2 on East side shall be deemed to be L1 bidder by default for the East Side. In this regard, decision of SRFDCL shall be deemed final.</p> <p>In case, if there is a tie between two or more bidders as L2 bidders, then, SRFDCL may seek fresh physical financial bids from the tie bidders. In this regard, decision of SRFDCL shall be deemed final.</p> <p>The Authority will accept a bid which is the best suited as per the evaluation/eligibility and qualification criteria. The decision of the Authority shall be final in this regard.</p>

Sr. No.	Key Information	Details
		The Authority also reserves the rights to accept or reject any or part of bid or the entire bid without assigning any reason thereof without any kind of liability.
9.	<b>Bid Validity</b>	180 Days from the due date of bid submission.
10.	<b>Bid Security Deposit / Earnest Money Deposit (EMD)</b>	1% of the Estimated value <b>Rs. 3,84,62,970/-</b> crores in the form of Demand Draft/Pay order from nationalized/scheduled bank/Banks as per GOG/AMC circular drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad.
11.	<b>Performance Security</b>	<p><b>5% of the contract value</b> in terms of the total fees payable in three years for the scope of work as described above in the form of Bank Guarantee from nationalized / scheduled bank/Banks as per GoG/AMC circular. This shall be payable within 15 days from the date of receipt of work order.</p> <p>The said bank guarantee should be encashable at Ahmedabad. Also note that there will be an escalation in performance security by 10% every year for the whole tenure of the service period and fresh performance security must be provided before 30 days of expiration of the current performance security.</p> <p>The general format of the bank guarantee for Performance Security is set forth in Annexure 8 of this RFP.</p> <p>The Performance Security shall be valid up to the end of Contract period and an additional period of 90 (ninety) days thereafter.</p>
12.	<b>RFP Document Fees</b>	<b>Rs. 10,000/-</b> (Rupees Ten Thousand only) on non-refundable basis in the form of Demand Draft from nationalized/scheduled bank drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad.
13.	<b>Pre bid meeting</b>	Pre-bid meeting shall be held at 26-03-2024 at 11:00 AM at the office of SRFDCL at 2 <sup>nd</sup> Floor, Riverfront House, Behind H. K. College,

Sr. No.	Key Information	Details
		<p>Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009.</p> <p>Bidders are required to send their queries in English for pre-bid meeting in MS Word format only through email to <a href="mailto:office@srfdcl.com">office@srfdcl.com</a> on or before 22-03-2024 before 04:00 PM.</p>
14.	<b>Payment basis</b>	<p>Payment shall be made to the bidder on monthly basis on submission of the details and invoice as per the Financial Bid format. Furthermore, Service provider should keep two months working capital.</p> <p>The regular payments, statutory obligations of govt. must be paid before due time regardless of the release of the payment from the authority.</p>
15.	<b>Damages</b>	<p>In case of non-performance of Security service by the Service Provider against scope of work or its failure to meet the obligations, the damages would be charged as mentioned in Clause 5.3.</p>
16.	<b>Taxes</b>	<p>The bidders are required to quote for round the clock security services as specified in Annexure 9.</p> <p>Only Goods and Service Tax as may be applicable at the time of the bill payment will be reimbursed based upon rates prevailing at the time of payment.</p>
17.	<b>Last Date of receipt of Bid's (Due Date)</b>	<p>Upto 12-04-2024 at office of the 2<sup>nd</sup> Floor, Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat - 380009.</p>
18.	<b>Date of opening of Bid</b>	<p>At 15-04-2024 at 11:00 AM in office of the Authority at 2<sup>nd</sup> Floor, Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat - 380009.</p>
19.	<b>Signing of Agreement</b>	<p>The agreement shall be executed within 1(one) month from the date of work order incorporating the terms of the RFP, as directed by Authority.</p>
20	<b>Yearly increase in payment</b>	<p>SRFDCL would revise rates as per the modification in Minimum Wages.</p>

<b>Sr. No.</b>	<b>Key Information</b>	<b>Details</b>
21.	<b>MSME Exemption</b>	SRFDCL is a Public Limited Company incorporated under the Indian Companies Act. <b><u>MSME exemption is not applicable.</u></b>

### **3. INSTRUCTION TO BIDDERS**

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#### **3.1 About the Contract**

It is explicitly understood that the Authority is not contracting out the supply/outsourcing of manpower. This is a contract for providing the round the clock security services to SRFD project area on West side.

The Contract for Security services shall be awarded to the successful bidder for the tenure as mentioned in the Bid Summary of this document. The bidder shall have to specify the monthly service fee payable by the Authority in the format as per Annexure 9 - Financial Bid. The Service Provider shall be paid on monthly basis. The Contract would initially cover the scope of work for Security service for Lower Walkway, Viewing Galleries, Ghats, Upper Promenades/Upper Walkway area, Gardens, Event Centre, Sports complex, Atal Bridge, toilets, Open grounds, Footpaths, Roads, Riverfront House, Approach roads and nearby areas on West side from Vasna Barrage to Torrent Power, SRFDCL boundary of Sabarmati Riverfront project area specified in the Bid Summary but can be extended through mutual consent if there is any future expansion or management's requirements on the exact same rate given by authority at that time.

#### **3.2 Amendment of RFP:**

- a. SRFDCL, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, may modify the RFP by issuing an Addendum before the Bid Due Date.
- b. Any Addendum issued before Bid Due Date shall form part of the RFP and shall be published on [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) and [www.sabarmatiriverfront.com/tenders/](http://www.sabarmatiriverfront.com/tenders/).
- c. To afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, SRFDCL may, at its own discretion, extend the Bid Due Date.
- d. Each Addendum shall be binding to the Bidders and SRFDCL will assume no responsibility for non-receipt of the Addendum by any Bidder.
- e. SRFDCL may, at its sole discretion, extend the Bid Due Date.
- f. Any oral statements made by SRFDCL regarding the Bidding Process, the RFP, the draft Agreement or on any other matter, including oral clarifications or information provided by or on behalf of SRFDCL at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the RFP.
- g. Any Addendums to the RFP, must be considered by the Bidder in its Bid.
- h. SRFDCL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the RFP or for any consequent losses suffered by the Bidder.

#### **Award of RFP**

The Authority will accept a Bid which is the best suited as per the evaluation/eligibility and qualification criteria. The contractor must bid as per the minimum wages rate prevailing as per the minimum wages act. The contractor shall follow all the rules and regulation and its

amendments from time to time of the concerned govt. or applicable authority for the payment of statutory dues. The bid below the minimum wages rate shall be rejected. The decision of the Authority shall be deemed final in this regard. The Authority also reserves the right to accept or reject any or part of any bid or all the bids without assigning any reason thereof without any kind of liability.

The bidder may bid for both sides, however, single bidder shall not be selected for the work for both West and East Sides. If the bidder is L1 for both sides, he shall be awarded the work for West side and L2 on East side shall be deemed to be L1 bidder by default for the East Side. In this regard decision of SRFDCL shall be deemed final.

In case, if there is tie between two or more bidders as L2 bidders, then, SRFDCL may seek fresh physical financial bids from the tie bidders. In this regard, decision of SRFDCL shall be deemed final.

The Authority will accept a bid which is the best suited as per the evaluation/eligibility and qualification criteria. The decision of the Authority shall be final in this regard.

***The Authority also reserves the rights to accept or reject any or part of bid or the entire bid without assigning any reason thereof without any kind of liability.***

### **3.3 Documents Constituting BID**

The Bid documents comprise of the following and are to be read together.

- (i) This RFP document; and
- (ii) Other documents constituting the bid and acceptance thereof and shall be deemed to include any amendments, modifications to the bid document or its constituent document.

### **Bid Submission Format**

The Bidders will submit the Bid online as well as in physical form in two envelopes, the details for which are specified below:

#### **➤ Envelope 1:**

- (i) Bid Security Deposit (EMD); and
- (ii) RFP Document Fees in the form and of amount specified in Bid summary section.

The envelope shall be titled “**Envelope 1 – RFP Document Fees and Bid Security Deposit (EMD)**”.

#### **➤ Envelope 2:**

- Following details shall be sealed separately in an envelope.
  - a) Annexure 1 - Forwarding Letter.
  - b) Annexure 2 - Bidder Information

- c) Annexure 3 - Bidder's Experience
- d) Annexure 4 - Bidder's Turnover.
- e) Annexure 5 – Undertaking.
- f) Annexure 6 – Anti blacklisting certificate.
- g) Annexure 7- Format for Authorization of Signatory of the bidder (not applicable in case of proprietorship firm).
- h) Annexure 8 – Format for Performance Security in the form of Bank Guarantee
- i) Annexure 9 - Format for Financial Bid

- Entire RFP document should be signed on each page by the bidder/bidder's authorized representative along with company stamp.
- All the information/Documents specified in above annexure should be included in the Envelope. The envelope shall be titled **“Envelope 2 – Eligibility and Qualification Details”**

Both the envelopes shall be placed in one single outer envelope super scribed as “RFP FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES AT SABARMATI RIVERFRONT PROJECT AREA (WEST SIDE) IN CITY OF AHMEDABAD” and submit to the address specified in Clause no. 18 of Bid Summary section on or before the Bid Submission Date. The Bid Submission Date is specified in Bid Summary section. The bidder is also required to mention its name and contact details on the envelope.

### **Bid Opening Process**

#### **Opening of Technical Bid**

All Bids received by the Authority in response to this RFP shall be opened by the Authority in the presence of Bidders' representatives who choose to attend the opening of Technical Bids at the date, time and address specified in Bid Summary Section. The Bidders' representatives (shall bring the authorization letter on company's letterhead) who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.

In the event of the specified date of Bid opening being declared a holiday for the Authority, the Bids shall be opened at the appointed time and location on the next working day.

#### **Announcements of Bids**

The Bidder's names, bid modifications or withdrawals (as applicable) and the presence or absence of requisite Bid Security, RFP Document Fee and such other details as Authority in its sole discretion may consider appropriate, will be announced at the opening of the Technical Bids.

#### **Opening of Price Bid**

- a) After the evaluation of RFP Document Fee and Bid Security criteria, Eligibility and Qualification criteria have been completed, the Authority shall open the Financial Bids

of only those Bidders who have submitted RFP Document Fee and Bid Security in the form and are of the amounts specified in Bid Summary section, have submitted all documents specified and whose bids meet the eligibility and qualification criteria specified in Bid Summary section.

- b) Financial Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders who meet Evaluation Criteria. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bid opening process.

### **Completeness of Bids & Rectification of Errors**

Authority will examine the Bids to determine whether Bids are complete and meet all the conditions of the RFP Document and whether the Bids have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

### **Clarification of Bids**

During evaluation of Bids, Authority may, at its own discretion, ask the Bidder for the clarification/additional information of its Bid. The request for clarification and the response shall be in writing or email. If the response to the clarification is not received by the Authority before the expiration of the deadline prescribed in the written request for clarification, Authority reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **Rejection of Bid**

- (a) A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if,
  - (i) Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
  - (ii) Bid is submitted by telex, fax or email; or
  - (iii) Bid Security and RFP Document Fee does not conform to the provisions set forth in this RFP; or
  - (iv) Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid under this RFP shall be disqualified.
- (b) Failure of anyone (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) RFP document fee and/or bid security is not provided
- (d) Bid is submitted late (after the stipulated time limit)
- (e) In addition to the foregoing, in the event a Bidder makes an effort to influence the Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.



(f) Even though the Bidders may pass in the Eligibility and Qualification Criteria set forth in Clause no. 07 of the Bid summary of RFP, they are subject to be disqualified for any of the following reasons:

- (i) Misleading or false representation in the forms, statements and attachments submitted under this RFP.
- (ii) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- (iii) Bidder is blacklisted by any Government Contractor in India.
- (iv) Joint Venture and Sub contracting will not be allowed and such bidders will be disqualified.
- (v) If the bidder and/or his deployed manpower is involved in any misappropriation of funds in any company.

#### **Evaluation of Eligibility and Qualification Criteria**

The Bidder should pass the Bid Security criteria and RFP Document Fee specified in Clause 10 and 12, meeting the Eligibility and Qualification criteria specified in Clause no. 07 of Instruction to Bid Summary of this RFP, in order to qualify for Financial Bid Opening.

#### **Evaluation of RFP Document Fee and Bid Security criteria**

Assessment based on Pass/Fail for Bid Security and RFP Document Fee, timely submission, marking and sealing as specified in Bid Summary Section.

#### **Evaluation of Eligibility criteria**

The Bidder should meet with the Eligibility criteria as specified in Clause no. 07 of Bid Summary Section as described below of this RFP.

#### **A) Turnover Criteria:**

Average Annual Turnover (excluding taxes) of bidder over last three years starting from 2020-21 should be equal to or more than 75% of the estimated cost for Round the clock Security Services. The bidder has to submit below mentioned documents.

1. Copies of **Audited Annual reports** for the 3 financial years out of last 7 (seven) years as stated above.
2. **Turnover certificate** specifying the bidder's Turnover for the last three financial years out of last 7 (seven) years for round the clock Security work, signed by **practicing Chartered Accountant**.

#### **B) Work Execution Experience:**

(i) The contractor should have minimum Five years' experience in providing round the clock Security services out of which, the contractor should have minimum three years' experience in Public Sector Unit, Government or Semi-Government Department. Experience certificate from respective department is required for the validation.

(ii) Experience in providing round the clock security services as demonstrated through a single contract value of:

80% of the estimated cost

OR

Two similar completed work costing not less than the amount equal to 50% of the estimated cost

OR

Three similar completed work costing not less than the amount equal to 40% of the estimated cost with either a Public Sector Unit, Government or Semi-Government Department, any company, Corporation, in any one year during the last three financial years (i.e. 2020-21 to 2022-23) as demonstrated by signed contract/ agreement/ evidence of satisfactory service record as demonstrated by Work order/letter/certificate to this effect.

(iii) Bidder must provide written binding stating that:

- a. Bidder is fully capable to provide required number of staff as per RFP for providing satisfactory services as per the contract requirements.
- b. Bidder will be solely responsible for deployment of properly trained and qualified staff for the execution of the service contract

(iv) The Bidder should possess valid ISO-9001:2015 or above certification for round the clock Security Services. Latest Copy of certificate has to be attached with the Technical Bid.

**C) Registration:**

- The bidder shall have the following registrations certificate and details of the same be provided in the Technical Bid:
  - Minimum Wages Act 1948,
  - PSARA License
  - Industrial Disputes Act, 1947;
  - Employees State Insurance Act, 1948;
  - Employees Provident Fund and Miscellaneous Provisions Act, 1952;
  - Payment of Wages Act, 1936;
  - Payment of Gratuity Act, 1972;
  - Shops and Establishment act

- Professional Tax Act;
- Contract Labour (Abolition & Regulation) Act, 1970;
- Bonus Act
- Workman Compensation Act,1923
  - Any other related labor laws
  - Income Tax
  - GST
  - Certificate of Registration or equivalent.
  - Any other necessary/applicable Act
- ESIC/EPF payment certificate from competent authority/ from certified CA for last three years.
- Income Tax Return of the company/firm/proprietor for the three financial years out of last 7 (seven) years duly signed and stamped should be enclosed.
- GST Return of the Company/firm for the three financial years (2020-21 to 2022-23) out of last 7 (seven) years should be enclosed.
- Details of their offices in Ahmedabad as well as Gujarat and India

#### **Document checks and Evaluation of Qualification criteria**

Bidder should also submit all documents specified. Bidders are required to submit evidence in the form of supporting documents/client certificates along with the Technical Bid.

#### **Evaluation of Financial Bid and determination of Preferred Bidder for award of project**

- (a) The Bidder quoting the lowest prices for round the clock Security Service during the Contract Period shall be considered for award subject to the conditions which shall not be seriously unbalanced in relation to the market rate and Authority's estimate. That Bidder who is fulfilling all conditions shall be considered as preferred Bidder.
- (b) Authority may hold further negotiations with the Preferred Bidder before the assignment of Letter of Acceptance
- (c) Any Bid which is below the Minimum Wages as per the Minimum Wages Act shall be disqualified.

#### **Bid Security**

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security as mentioned in Clause no. 10 of Bid Summary of this RFP document. The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security. Bids not accompanied with Bid Security as mentioned in Bid Summary shall be summarily rejected. Bid security is a non-interest-bearing deposit.

The bid security shall be returned to the disqualified bidders without any interest whose bid has not been accepted by the Authority as soon as the whole process of awarding the work to the successful bidder

Bid security shall be forfeited in the following situations:

- (1) Bid security shall be forfeited in case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (2) In case of unclear/vague offer and/or conditional offer, such bid shall not be acceptable and the bid security shall be forfeited.
- (3) If bidder withdraws the Bid before the issuance of Work Order and before the end of validity period of Bid.
- (4) For the successful bidder, if the performance security is not deposited within stipulated time period, and/or cheque of performance security cannot be cleared.
- (5) If the Agreement is not executed within stipulated time for reasons attributable to the bidder, whether or not the performance security has been paid.
- (6) If the bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to execute the work as herein the bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

#### **Discharge of Bid Security of unsuccessful Bidder(s)**

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the Work Order given to the successful bidder without any interest.

#### **Discharge of Bid Security of Preferred/successful Bidder**

The Preferred/Successful Bidder shall furnish a Performance Security within 30 days (Thirty days) from issue of Work Order. The Successful Bidder's Bid Security shall not be adjusted against the Performance Security.

#### **Performance Bank Guarantee (Performance Security)**

- (1) The performance security shall be payable within 15 days from the date of receipt of work order.
- (2) The Service Provider shall, for due and punctual performance of its obligations during the Contract Period, deliver to the Authority, simultaneously with the execution of this Contract an unconditional and irrevocable bank guarantee from a nationalized/scheduled bank / Banks as per GoG/ AMC circular acceptable to the Authority, (the "Performance Security") for a sum mentioned in Clause 11 of the Bid Summary Section.
- (3) The Performance Security shall be valid up to the end of Contract Period plus 90 days.
- (4) The Performance Security shall not bear any interest and the Service Provider shall not have any claim for the interest on Performance Security.
- (5) Provided that if the Contract is terminated due to any Event of Default other than the Service Provider's Event of Default, the Performance Security, shall, subject to the

Authority's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

- (6) The Performance Security shall be encashable at any branch of Ahmedabad in case of dispute.

### **Fresh Performance Security**

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Service Provider shall within 10 (ten) days of the Encashment Notice furnish fresh Performance Security to the Authority failing which, the Authority shall be entitled to terminate this Contract in accordance with the provisions herein.

### **Performance Security shall be forfeited in following situations:**

- (1) If the Service Provider found guilty of not following any of the RFP terms and conditions.
- (2) If the Service Provider fails to pay the penalty applied on him for breach of performance obligations.
- (3) If the contract is terminated in event of Service Provider's event of default.
- (4) If Service provider has failed to pay the statutory obligations and if any labor issue arises, the authority shall not bear any cost. In such event, the whole responsibility shall be of service provider and bear the consequences. If there is any such default, authority reserves the right to forfeit the performance security.

### **Authorisation of Bidder's signatory**

Bidder shall appoint a signatory to sign, discuss, and represent in every way the bidding firm for the purposes of this RFP and shall provide legal and statutorily valid documentation authorizing the representative to act on behalf of the bidder firm. The authorization shall be in the format specified in Annexure 07 of this RFP document. If and as required, this Power of Attorney must be supplemented with supporting documents like Board Resolution or Other documents.

### **Validity Period**

Bids shall remain valid for a period of 180 days (One hundred and eighty days) after the due date of bids. Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period which is less than specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder.

### **Extension of Period of Validity**

In exceptional circumstances, Authority may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder shall be unconditional.

### **Modification of Bid**

No bid may be modify once submitted for bid under any circumstances.

### **Right to call for more information / documents**

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

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

The decision of SRFDCL in this regard shall be deemed final and binding.

### **Work Order & Agreement**

As the first step for the assignment, Authority will issue the Work Order to the successful bidder. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into a detailed Agreement in due course which shall consist of the Terms and Conditions- as mutually agreed between the parties. The Agreement constitute a contract shall between the Authority and the Service Provider under the Indian Contracts Act, 1872. The Agreement shall be executed within 1 (one) month from the date of Work Order.

### **Tax liability**

The bidders are required to quote for round the clock Security services and taxes applicable must be shown with clarity and separately. Only Goods and Service tax will be reimbursed based on rates prevailing at the time of payment. The Authority shall be entitled to deduct tax at source and any other applicable taxes, if any. The TDS certificate (s) shall be submitted as per the due date specified in the Income Tax Act.

### **Formation of Consortiums or Joint Ventures**

The Bidders shall not be permitted to form consortium or joint ventures. Only registered single entity in the form of company, firm, co-operative societies and proprietorships may apply.

### **Understanding of terms**

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

### **Conflict of Interest**

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective Service Provider due to prior, current contracts, engagements, or affiliations with Authority in case such a situation arises. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

**Authority’s right to accept any proposal and to reject any proposal**

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

**Notification of Award and Signing of Contract**

Prior to the expiration of the validity period, Authority will notify the successful Bidder in writing or through email, to be confirmed in writing by letter, that its proposal has been accepted. The Performance Security shall be payable on or before signing of Agreement. The Agreement shall be executed within 1 (one) month from the date of Work Order. The Contract period shall commence from the date of handover of the sites to the Service Provider for the purposes of discharge of its obligations.

The Agreement above shall incorporate all correspondence between Authority and the Successful Bidder. Additionally, it may contain other provisions that the Authority may like to include, and unless they can reasonably be said to be of a nature that would have materially impacted the bid value, otherwise the successful bidder shall not refuse to include them.

**Failure to agree with the terms and conditions:**

Failure of the successful Bidder to agree/comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the cancellation of the work award, in which event Authority may award the Contract to the next best value Bidder or call for new proposals/bids. In this regard, the decision taken by the authority shall be deemed final.

**Corrupt or Fraudulent Practices:**

The authority shall reject a proposal/bid for award if it determines that the successful bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. Authority shall declare the service provider ineligible, either indefinitely or for a stated period, to be awarded a contract by the Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- i) **“corrupt practice”** means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  
- ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes unlawful practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**COMMENCEMENT AND TENURE OF SERVICE PERIOD:**

1. Tenure of Security services shall be for 3 years from the date of issuing the Work Order till the early termination of the Service Period or expiry of the Service Agreement, whichever is earlier and which may be extended for further 2 years' subject to satisfactory performance of the Service Provider and on mutual agreement.
2. After completion of three years and which may be further extendable for two years or upon early termination, the Service Provider shall not reserve any rights for the Security service for Lower Walkway, Viewing Galleries, Ghats, Upper Promenades/Upper Walkway area, Gardens, Event Centre, Sports Complex, Atal Bridge, toilets, Open grounds, Footpaths, Riverfront House, Approach roads and nearby areas on West side from Vadaj Approach to Ambedkar bridge on Westside of Sabarmati Riverfront in the city of Ahmedabad.
3. The Service Provider shall remove his assets on the designated location on the West Side of the Sabarmati Riverfront, Ahmedabad on the expiry of Service Period or on termination of the Agreement at his own cost and vacant the designated location.
4. In case of breach of Service Agreement or if the Service Provider is desirous of terminating the agreement without serving any intimation/notice period or shorter intimation/notice period than 30 days', the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, Service Charges shall be withheld, and Performance Security paid by the Service Provider shall be forfeited. Service Provider shall have no claim for compensation of consideration/ damages in this regard.

**PAYMENT PROCEDURE: -**

1. The Service Provider shall raise regular monthly invoice with all necessary attachments and certifications as may be prescribed by the Authority, at the end of every calendar month and submit it to Authority.
2. Upon receipt of the invoice, the Authority shall verify the invoice against the records indicating satisfactory Security services provided by the Service Provider.
3. Upon confirming satisfactory work and after pre auditing done by the Auditor, Authority shall make payment for Security services to Service Provider. Also note that statutory compliances shall be done properly and contractor needs to provide relevant documents for verifications (PF payment receipts, ESIC, PT etc.). Such payment shall be subject to the Authority's right to deduct appropriate amount as damages/performance penalties.



4. The Authority shall be entitled to deduct tax at source and other applicable taxes, if any. The TDS certificate shall be submitted as per the due date specified in the statutes.
5. No Interest payment will be made for any delay in payment of bills by the authority in any circumstances.
6. The authority is entitled to ask for valid documents/supporting/statements duly certified for processing of the bill, if required.
7. Service Provider should keep two months working capital. The regular payments, statutory obligations of govt. must be paid before due time regardless of the release of the payment from the authority.

**In case the activity has to be stopped due to any administrative reasons by any authority, in such case the Service Provider shall not claim dues from SRFDCL for the same.**

#### **4.SCOPE OF WORK FOR THE SERVICE PROVIDER**

With the objective of providing round the clock security services to the entire SRFD Project Area, Service Provider shall be responsible for complete round the clock Security of West side of Sabarmati Riverfront from Vasna Barrage to Torrent Power in the city of Ahmedabad as per the detailed scope of work provided hereunder. The general scope is described and also note that these are the major duties described by the Authority, as it is indicative obligations which gives broad concept about service provider's duties. All the tasks are to be performed by the Service Provider at its own cost.

Project site for the Security services is for the Upper Promenades/Upper Walkway area, Gardens, Event Centre, Sports complex, Atal Bridge, toilets, Open grounds, Approach roads and nearby areas on West side from Vadaj Approach to Torrent Power, SRFDCL boundary of Sabarmati Riverfront project area in the city of Ahmedabad.

The agency shall ensure protection of the personnel & property of the SRFDCL, perform watch and ward functions including night patrol at various points and take actions for antisocial elements, unauthorized persons, unethical/illegal activities and vehicle on the premises. In case of any incident such as theft, robbery, fight, fire, accident at campuses or any untoward incident detrimental to safety & security of assets of the SRFDCL, it is the responsibility of Security agency to coordinate with Security Officer or any officer designated by the SRFDCL and SRFDCL will lodge the FIR, legal proceeding etc.

1. Total following guards, Supervisors and officers are required in 3 shifts for 8 hours each: -

<u>Sr. No.</u>	<u>Security Officer</u>	<u>Security Supervisor</u>	<u>Security Guards</u>
1	2	14	193 (Total of 3 shifts of 8 hours)

2. The Security Agency shall be responsible for overall security arrangements of all assets of SRFDCL including Offices (Riverfront House), Gardens, Atal bridge, Event Centre, walkways, Promenades, Sports Complex etc. entrusted/covered in the contract on west side. The aforementioned sites are indicative.
3. Security Agency will ensure that all the instructions (written and/or oral) by SRFDCL from time to time shall be followed strictly. In case of default, SRFDCL shall take necessary actions as deemed fit.
4. The Guards should take care of all the lights, poles, cables, light fixtures and public lifts, water taps, fitting and fixtures of public toilets, fittings of garden etc. installed in the premises. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsider or by any cattle. For patrolling, the Security Supervisors need to use 2 wheelers. They must check the premises on vehicles every few hours to ensure smooth functioning of overall security functions and safeguard of all SRFDCL assets.
5. Any other duties/responsibilities assigned by the Authority may be incorporated in the agreement or inform from time to time, if any. The same shall also be binding on the contractor.

The General Duties are stated below: -

- Watch & ward
- Preventing entry of unauthorized person & vehicle
- Regulating entry, exit and parking of vehicles
- Regulating entry and exit of material
- Regulating movement of people during events
- Frisking labors and visitors, if needed
- Prevention of theft, loss and damage to SRFDCL property
- Keeping constant patrolling of the premises & Project area
- To handle and help in firefighting rescue operation etc. in the event of emergency
- To handle and help in traffic management on road in event of any emergency
- Keeping away the stray animals
- Safety of movable & immovable property of SRFDCL
- Regular checking of all office rooms and switching off lights, fans, computer systems, air conditioners etc.
- Look after the activities of entry by checking the tickets and exit of public from garden and Atal bridge.
- Record keeping

**Notes:**

1. Above mentioned locations and manpower in the table are approximate indications. Please note that manpower can be reduced/interchangeable/increased as per the requirement of authority during any given point during the tenure of the contract.
2. Additional guards/manpower will have to be kept during the program/events and festivals. The Authority may ask the service provider to deploy more manpower on temporary basis. The bill will be paid after getting approval separately.
3. If SRFDCL needs bouncers for any particular event or any particular place, it will be informed to the service provider and service provider needs to provide bouncers at the rate as decided by the AMC and the service provider shall pay all the statutory obligations as applicable in this regard. The bill will be paid after getting approval separately. Bouncer, if any shall not be less than 21 years and more than 40 years of age. In case of ex-servicemen bouncer shall not be more than 45 years of age.
4. Authority may demand additional services beyond the level specified in the Contract, in case of emergencies or special requirements during different events at Sabarmati Riverfront. The service provider shall have to provide the additional services within 24 hours' notice.
5. The service provider has to provide services in to three shifts (as required and instructed by authority)

## 5.GENERAL RFP CONDITIONS

### 5.1 Obligation of Service Provider

The Service Provider shall ensure punctual performance of its obligations set out as follows:

1. The manpower of the security services provider shall ensure that no items are allowed to be taken out without any written instructions of SRFDCL as laid down in the contract for in-out movement, if any, failing which the service provider shall be liable and responsible for such acts and shall be penalized accordingly. In this regard the decision of the SRFDCL shall be deemed final.
2. Deployment of Guards/Security Supervisors shall be as per the instructions of the SRFDCL from time to time and the security agency will be responsible for optimum utilization of guards / security supervisors.
3. The Service Provider shall ensure regular Patrolling in the SRFD Area. The Service Provider shall use one SUV like Sumo/Bolero having GPS tracker for both the shifts. In addition to this, the service provider will ensure that patrolling on 2 wheelers will be done on regular basis by the security supervisors/security guards on riverfront premises for smooth functioning.
4. The Security staff deployed by agency at SRFD Project Area shall not claim any benefit, compensation, absorption or regularization of their services in the SRFDCL either under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970 or any other law/Act. The agency shall have to obtain an undertaking from the deployed persons/manpower to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to SRFDCL. In the event of any litigation on the status of the deployed persons, SRFDCL shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, the SRFDCL is made a party to such dispute, the agency shall take all steps to protect the interest of SRFDCL and the agency shall reimburse the expenditure that would have been borne by SRFDCL to defend itself, if so required.
5. The Service Provider shall ensure that the persons deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutka, smoking, loitering at SRFD Project Area and shall not engage in gambling, satta or any immoral act.
6. Following are the mandatory requirements: -

Sr. No.	Particulars
1	Should be able to write, read and understand Hindi & Gujarati language
2	Should be disciplined person with sound character & good service record.
3	Should have undergone the training as specified in the Gujarat Private Security
4	Age must be between 21 to 50 years
5	Smart Mobile Phones along with data plans at Agency's own cost with Security Guards @ Atal Bridge & Gardens on west side.

7. The service provider shall be solely responsible for making payment directly to the deployed Security staff in due time as per CLA and applicable law and raise the bill with attendance sheet duly verified for actual shifts manned/operated of the manpower deployed by the service provider and submit the same to SRFDCL.
8. If as a result of post payment audit any overpayment is detected in respect of any work done by the service provider or alleged to have done by the service provider under the RFP, it shall be recovered by SRFDCL from the service provider.
9. The security personnel deployed by the service provider shall work under overall supervision & direction of the service provider and shall be guided by the security officer or any other officer designated by the SRFDCL to the extent required. Service provider shall deploy lady guards for each garden of SRFDCL and Atal bridge
10. The service provider shall properly maintain muster roll of the manpower employed/engaged in connection with the work at the premises of the SRFD Project Area.
11. Payment to all manpower/employees must be done through online transfer only. To ensure this, service provider will get a bank account opened for every engaged guards. No payment of salary or wages of service provider's workers should be paid in cash.
12. The service provider will ensure that manpower deployed by him must receive their entitled wages on time as per the applicable law.
13. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different labor Legislations in respect of security personnel/manpower deployed by it. There shall be no claim by such deployed manpower of any employment in SRFDCL. The manpower deployed by the service provider in the SRFDCL shall be always the employees of service provider and shall not have any stake or claims like employer and employee relationship against SRFDCL.
14. The agency shall be solely responsible for the redressal of grievances, if any of its staff/manpower deployed at SRFDCL. The SRFDCL shall, in no way, be responsible for settlement of such issues whatsoever.
15. The SRFDCL shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff/manpower deployed by service provider during the service period of their performing the functions/duties or for payment towards any compensation.
16. The service provider shall be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the employees deployed by them in SRFDCL. The SRFDCL shall have no liability in this regard. Payment of the bill shall be made only after successful submission of statutory payment challan, receipts.
17. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to SRFDCL to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
18. The Security Guard on duty shall not leave the premises until his reliever or the guard for next shift comes and reports for duty.

19. The security personnel deployed shall be the employees of the security agency at all times and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the agency should be properly trained, have requisite experience and shall have the skills for carrying out a wide variety of Security services using appropriate materials and tools/equipment. The deployed manpower shall be trained as per The Private Security Agencies (Regulation) Act, 2005.
20. The agency shall engage only such guards and supervisors, whose experience and health have been thoroughly verified, including character and police verification and other formalities. The security guards and security supervisor should be physically and mentally fit to perform their duties. The security guards and security supervisors should be below 50 years of age. Preferably, the security supervisors should be Ex-Servicemen. The agency shall be fully responsible for the conduct of its staff/manpower. The Service Provider shall submit the Fitness Certificate (Physical and Mental) of the deployed manpower to SRFDCL within 15 days from the date of Agreement. If any of the manpower is changed during the service period, then, the service provider shall submit the aforementioned Fitness Certificate of those manpower as well immediately as and when such change is occurred.
21. The service provider at all times shall indemnify SRFDCL against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, or any modification/addition thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured at all times.
22. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff/manpower of the service provider deployed, the supervisory staff will patrol/inspect in their areas of responsibility.
23. The guards engaged by the service provider shall be dressed in neat and clean uniform (including proper name badges), id cards, cap etc. failing which penalty shall be levied on each occasion and habitual offenders in this regard shall not be allowed.
24. The service provider shall bear all the expenses incurred on the following items i.e., Provision of torches and cells, whistle lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
25. The service provider shall provide a list of all manpower/personnel so deployed with permanent and present address along with their latest photographs to SRFDCL. This is purely for security and safety purpose as many delegations visit SRFDCL.
26. It shall be responsibility of the service provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage registers and other registers as provided in the Contract Labour (Regulation & Abolition) Act.

Service provider has to ensure that all its manpower deployed in SRFDCL invariably wear ID card during office hours.

27. SRFDCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the service provider.
28. The service provider shall be responsible for any damages done to the property of the SRFDCL by the personnel so deployed. SRFDCL shall recover it from the security deposit given by the service provider or from any other dues or recover as per law.
29. The service provider shall ensure that there are no unauthorized advertisement banners/posters/stickers/hoardings etc. in the SRFD Project Area. In case of default, SRFDCL shall take necessary actions against the service provider. In this regard, decision of SRFDCL shall be deemed final.
30. The service provider shall ensure that no street dwellers are found sleeping/staying in the SRFD Project Area. In case of default, SRFDCL shall take necessary actions against the service provider. In this regard, decision of SRFDCL shall be deemed final.
31. The personnel/manpower deployed by the service provider shall be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the SRFDCL. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
32. The Service Provider shall ensure punctual performance and fulfillment of its Scope of Work. Noncompliance shall be subject to Damages and penalties specified in the RFP.
33. The Service provider is required to carry out round the clock Security Services as per the instruction of Authority.
34. There shall be 3 working shifts, the first shift would begin from 07:00 am to 03:00 pm, the second shift would be from 03:00 pm to 11:00 pm and third shift would be 11:00 pm to 07:00 am (Time may be changed as required by the authorities).
35. The Service Provider shall provide complete information of its manpower/staff with photograph on his letter head. Any changes in the manpower/workers shall be immediately informed to the Authority in writing. This is purely for the security purpose for SRFD project site. Police verifications of all employees is mandatory. The copy of the said police verification of the manpower shall be submitted to SRFDCL within 15 days from the date of Agreement. If any of the manpower is changed during the service period, then, the service provider shall submit the police verification of those manpower as well immediately as when such change is occurred. This data is required purely security purpose because many delegations and govt. authorities visit SRFDCL frequently.
36. The Service Provider undertakes to obtain such permission / license as may be required under the Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider undertakes to produce the license / permission etc. The Service Provider also undertakes to keep and get renewed such license, permission etc. from time to time. The Service Provider shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
37. **Special Notice for Scanning of Tickets:**  
Entry to Sabarmati riverfront gardens and the Atal bridge are only allowed via QR based

tickets. Once the ticket / mobile tickets are issued, the Security Guard is required to compulsorily scan the QR Code of the ticket. Security Agency will have to manage the required number of smart mobile devices along with data plan at their own cost at various gardens & Atal Bridge as per the public crowd. Security Agency should keep in the mind that on public holidays and weekends, requirement of smart mobile devices is higher than the weekdays. It will be the full responsibility of the Security Agency to see that the smart mobile devices should not fall short to scan the tickets and there is no gathering of crowds due to it. If the guard does not scan the tickets and the difference between issued and scanned tickets is more than 10% then a penalty will be applied according to the ticket rates of particular garden / Atal bridge x 3 times of ticket rates x difference of issued and scanned tickets. The same criterion shall apply to the addition of any new Parks & Gardens and/or ticketing locations in Phases 1 and 2 of the SRFD Project Area.

38. The Service Provider shall be responsible for payment of wages on time, compliance with labour laws, payment of statutory dues in timely manner, follow the minimum wages act and shall be liable for all other issues of all his workers. He shall supply on regular basis, its evidence of its compliance for labour laws. Authority shall not be liable for the same.
39. Each worker/manpower employed for Security service shall be above age of 21 (Twenty-one) years or above and not more than 50 years.
40. The Service Provider shall provide all necessary equipment's to its employees to perform the duties of Security services. The Service Provider shall bring the consumables required for the security service such as flashlight, lathi etc. as required. All cost pertaining to consumables shall be borne by the Service Provider.
41. The Service Provider shall be responsible for the safety of its manpower and security of the tools and tackles, equipments and other materials. The Authority shall not be responsible for any personal injuries/accident to the manpower and any loss to the Service Provider.
42. The Service Provider shall be responsible for supply / installation / refilling / maintenance of all such items/ equipments used for Security purposes.
43. The Service Provider would be required to maintain a record of security services and keep this record updated. The Authority or its agents may inspect this record at any time and may specify changes/modifications in the format of record keeping manpower deployed by the service provider shall work in the SRFD Project Area mentioned in the scope of work.
44. The manpower deployed by the service provider shall work in the SRFD Project Area mentioned in the scope of work. The manpower of the Service Provider shall not deviate from the Scope of Work and Obligations mentioned in the RFP. In case of default, SRFDCL shall take necessary actions against the Service Provider. In this regard, decision of SRFDCL shall be deemed final.
45. The service provider will provide the duty register of all the sites of Riverfront project to SRFDCL as required. (This is purely for theft prevention).



46. Authority reserves the right to increase or decrease the scope of work/manpower by giving the intimation to the service provider. It can be temporary or for the entire time limit of service period/or for a specific period of time, depending on the requirement of authority.
47. The service provider shall be wholly responsible for making payment of monthly dues and other admissible allowances to the personnel under Minimum Wages Act and any other applicable law for this, Authority shall in no way be responsible for meeting any kind of expenditure etc. As per the orders of Government the contractor is required to make the payment of salaries/wages to their employees through Cheque/bank Transfer and copy of the same shall be submitted to SRFDCL. along with monthly bill. The service provider shall follow the rules pertaining to Labour Contract, PF, ESIC, PT and any other law as applicable to contractor. It will be sole responsibility of the contractor to make payment to the deployed manpower as per the latest norms/rates of minimum wages and any other admissible allowances to the personnel under any law in force. The Payment to personnel/manpower so deployed under the contract by the service provider shall not be delayed in any situation.
48. The personnel/manpower engaged by the service provider for the security services shall not be construed as employee of SRFDCL and there shall be no employer-employee relationship between SRFDCL, and the personnel/manpower so deployed by the Service Provider. In addition, after award of work contract, the service provider shall submit an undertaking to SRFDCL that the manpower deployed by him for the work shall have no claim for any kind of employment in SRFDCL and the service provider shall be responsible for any dispute of any wages or any other service condition. The service provider shall be fully responsible for any compensation, or any claim of the labour deployed by him for the work.
49. Because of post payment audit any overpayment is detected in respect of any work done by the service provider under the contract, it shall be recovered by the authority from the service provider from subsequent bills without consent of the service provider's sole discretion of the authority.
50. If any repetitive lapses are found in the performance of the duty by the service provider or on any incident negatively affecting the working of SRFDCL, an amount of penalty as decided by SRFDCL shall be deducted from the service provider's monthly bill/performance guarantee.
51. The Service provider shall provide binocular at prominent points at reasonable distance for accurate and vigilant checking of SRFDCL site.
52. SRFDCL is a Public limited company incorporated under the Indian Companies Act. MSME exemption is not applicable.
53. The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of this Agreement.
54. The Service Provider shall bear stamp duty, registration fees and other related charges exclusively.
55. The Service Provider shall execute the License Agreement with SRFDCL and the same shall be registered with the concerned Sub-Registrar of Assurances, in Duplicate. The

original Agreement shall be retained with SRFDCL and Duplicate shall be handed over to the Service Provider.

## 5.2 Mode of payment by the Authority

- (1) The Service Provider shall raise regular monthly invoice with all necessary attachments and certifications as may be prescribed by the Authority, at the end of every calendar month and submit it to Authority.
- (2) Upon receipt of the invoice, the Authority shall verify the invoice against the records indicating satisfactory Security services provided by the Service Provider.
- (3) Upon confirming satisfactory work and after pre auditing done by the auditor, Authority shall make payment for Security services to Service Provider. Such payment shall be subject to the Authority's right to deduct appropriate amount as damages/performance penalties better described in Clause 5.3.2 below.
- (4) The Authority shall be entitled to deduct tax at source and other applicable taxes, if any. The TDS certificate shall be submitted as per the due date specified in the act.
- (5) No Interest payment will be made for any delay in payment of bills by the authority in any circumstances. The contractor shall have to keep 2 months working capital to meet their routine expenses. Authority shall not be liable for any delay in payment of regular statutory dues.
- (6) The authority is entitled to ask for valid documents/ supporting/ statements duly certified for processing of the bill, if required.

## 5.3 Damages/Performance Penalties:

- (1) The Authority retains the absolute right to supervise, monitor and oversee the performance of the Service Provider through any of its representatives.
- (2) In general, the Authority shall retain the right to demand, by notice, payment of the penalty/ liquidated damages as specified below for non-compliance of scope of work.

Sr. No.	Instance of Breach	Damages/Penalty
1	Rowdy, unacceptable, rude, insulting or awful behavior of staff deployed.	Rs. 3000/- per incident
2	Any case of child labor, any breach in clause of age factor	Rs. 3,000/- per incident and removal of that employee
3	Improper or not in Uniform/Id-Card/required materials.	Rs. 2000/- per instance per person
4	Any discrepancy in minimum wages, non-submission of statutory dues challans/ payment receipt etc.	Rs. 3,000/- per incident
5	For not keeping/providing the statutory compliance records	Rs. 2,000/- per incident
6	If the contractor fails to comply with any of the terms and conditions of the contract	Rs. 1000/- per occasion in addition to recovery of any loss arising out of such losses

<b>Sr. No.</b>	<b>Instance of Breach</b>	<b>Damages/Penalty</b>
7	In case the persons/manpower deployed by the service provider are found to be negligent, lethargic during the performance of the security duty	Rs. 1000/- per day
8	Double duties by security personnel.	Rs. 500/- per day per guard per instance
9	In case the deployed guard is found sleeping on duty	Rs. 500/- per day per guard per instance
10	Underage/overage	Removal of the said personnel and appropriate penalty to the service provider as decided by SRFDCL.
11	In case of any theft/damage to the property, vandalism etc.	Amount of the damaged items will be deducted as stated by the concerned department of SRFDCL.
12	In case of Absenteeism of guards or not deploying required number of security personnel.	Rs. 1000/- per day per person. In case of repetitive default, SRFDCL shall levy appropriate penalty to the service provider.
13	If guard does not scan ticket	If the guard does not scan the tickets and the difference between issued and scanned tickets is more than 10% then a penalty will be applied according to the ticket rates of particular garden / Atal bridge x 3 times of ticket rates x difference of issued and scanned tickets
14	Security Personnel/s found living in the premises illegally.	Rs. 1000/- per instance.
15	In case the security personnel is found working for more than 8 hour per shift.	Rs. 2000/- per day per person.
16	In case deployed security personnel is found in moonlighting i.e. security personnel is found to be engaged other than SRFDCL.	Rs. 5000/- per person per instance.

**Note: -**

- The aforementioned Penalties are from SRFDCL. Any other penalty/ Punishment shall be applicable as per the applicable law/rules/regulations, if any. However, SRFDCL shall impose additional penalty if it deems fit.

- Any additional penalty as per the applicable law shall be imposed, if any situation arises which is not mentioned above.

#### **5.4 Jurisdiction of Courts**

The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of the Contract.

##### **5.4.1 Dispute Resolution:**

- a. If any dispute or difference of any kind whatsoever (a “Dispute”) shall arise out of or in connection with this Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- b. All Arbitration proceedings shall be conducted in the English language. To such Arbitration, there shall be three Arbitrators (the “Arbitral Tribunal”) appointed in the following manner:
  - i. One Arbitrator shall be appointed by the SRFDCL.
  - ii. One Arbitrator shall be appointed by the Service Provider; and
  - iii. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- c. The award of the Arbitral Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.
- d. Arbitration shall be held at Ahmedabad and Courts at Ahmedabad alone shall have exclusive jurisdiction to entertain and deal with the matter arising there from. Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- e. The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

#### **5.5 Events of Default and Termination**

##### **5.5.1 Event of Default**

Event of Default has been described here under: -

##### **Service Provider Event of Default**

Any of the following events shall constitute an event of default by the Service Provider ("Service Provider Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- (1) Any representation made or warranties given by the Service Provider under this RFP is found to be false or misleading.

- (2) The Service Provider repeatedly fails to perform its obligations without any valid reasons.
- (3) The Performance Security has been encased and appropriated in accordance with clause and Service Provider fails to replenish or provide fresh Performance Security within a period of 30 (thirty) days.
- (4) The Service Provider failed to make any payment such as damages/penalties to Authority.
- (5) The Service Provider submits to the Authority any statement which is false in material particulars, and which has a material effect on Authority's right, obligations or interests.
- (6) The Service Provider suspends or abandons the operations of the Contract without the prior consent of Authority, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was because of Force Majeure Event and is only for the period such Force Majeure is continuing.
- (7) The Service Provider repudiates this RFP or otherwise evidences an intention not to be bound by this RFP.
- (8) The Service Provider is otherwise in material breach of any conditions of the contract entered or commits a default in complying with any other provisions.
- (9) The Authority, without prejudice to any other remedy for breach of Contract by written notice sent to the Service Provider, may terminate the Service Provider's Services in whole or in part if the Service Provider fails to perform his obligation(s) under the contract.
- (10) In case of major accident / loss on account of negligence on part of the Service Provider the contract shall be terminated, and performance security shall stand forfeited.
- (11) In case the Service Provider assigns or sub-assigns the contract to sub-contractors.
- (12) The service provider and/or its deployed manpower is found to be involved in misappropriation of funds at any stage during the Service Tenure.
- (13) In case of the repeated non-performance of the Service Provider even after adequate notice where the performance is found to be unsatisfactory or violated/contravened any of the terms and conditions contained herein.

#### **5.5.2 Termination due to Event of Default and Termination Payment**

##### **Termination for Service Provider Event of Default**

Without prejudice to any other right or remedy which Authority may have in respect thereof under this RFP, upon the occurrence of a Service Provider Event of Default, Authority shall, subject to the provisions of the RFP, be entitled to terminate the Contract by issuing a Termination Notice of 30 days to the Service Provider, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Service Provider of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 7 (seven)

days from the date of the Preliminary Notice (Cure Period) Authority shall be entitled, to terminate the Contract by issuing the Termination Notice. Provided further, that:

- (a) if the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to encash the Performance Security with a notice to the Service Provider (Encashment Notice),
- (b) if the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
- (c) upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.

### **5.5.3 Rights of Authority on Termination**

Upon Termination of the Contract for any reason whatsoever, Authority shall have the power and authority to:

- (1) Appoint another party or Service Provider that may carry remaining obligations of the Service Provider.
- (2) In the case of the Authority terminating the Contract in part, the Service Provider shall continue the performance of the Contract to the extent of which is not terminated.

### **5.5.4 Termination Payments**

Upon termination of the Contract, the Service Provider shall not be entitled for any Termination Payment from the Authority.

### **5.6 Liability**

In no event shall either party be liable, for special or indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this RFP.

### **5.7 Indemnity**

The Service Provider shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-Service Providers.

## **5.8 Force Majeure**

Neither Party shall not be liable to the other Party nor be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Force Majeure.

For the purpose of the Agreement, “**Force Majeure**” is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, pandemic or epidemic quarantine, lock down, global, national or regional emergencies, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

Both the Parties shall take all reasonable precautions and reasonable alternative measures, all with the objective of carrying out the Terms & Conditions of this Contract.

Either Party may terminate the Contract if it becomes impossible or impractical to perform due to Force Majeure; **or**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, may be extended for a period equal to the time during which such Part was unable to perform such action because of Force Majeure. In this regard, decision of SRFDCL shall be deemed final.

## **5.9 No Assignment**

Neither party shall assign or transfer all or any of its obligations under this Arrangement including any Statement of Work to any person without the prior written consent of the authority, Independent Service Provider

Bidder shall be deemed to be acting as an independent Service Provider of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

## **5.10 Independent Service Provider**

Bidder shall be deemed to be acting as an independent Service Provider of Authority and shall not be deemed as an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

### **5.11 Severability and Waiver**

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

### **5.12 Representations and Warranties of the Service Provider**

By bidding in this RFP, the Service Provider represents and warrants to Authority that:

- (1) it is duly organized, validly existing and in good standing under the laws of India;
- (2) it has to execute, deliver and perform its obligations under this RFP and to carry out the transactions contemplated hereby;
- (3) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance under this RFP
- (4) it has the financial standing and capacity to undertake the Project;
- (5) this RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (6) it is subject to civil and commercial laws of India with respect to this RFP and it hereby expressly and irrevocably waives any immunity in any other jurisdiction in respect thereof;
- (7) the execution, delivery and performance of its obligations under this RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Bidder's Memorandum and Articles of Association or terms of Partnership deed or any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (8) there are no actions, suits, proceedings, or investigations pending or, to the bidder's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of its obligations to be carried out under this RFP.
- (9) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government



Contractor which may result in any material adverse effect or impairment of the ability to perform its obligations and duties under this RFP;

- (10) no representation or warranty by the bidder contained herein or in any other document furnished by it to Authority or to any Government Contractor in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (11) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the bidder, to any person by way of fees, commission or otherwise for securing the RFP or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

**5.13 Awarding the work to second lowest bidder:**

In the event that two or more bidders quote the same amount of service charges, SRFDCL may invite the Tie Bidders to submit fresh Bids within a week, the opening of the revised bids of such tie bidders shall be conducted with prior notice and in presence of the Tie Bidders who choose to attend. In this regard, the decision of SRFDCL shall be deemed final.

If due to any reason whatsoever lowest bidder defaults in fulfilling any condition of the RFP, Work Order or Agreement, within One (1) month of the award of work, then, the amount of Security Deposit will be forfeited and SRFDCL may allot the work to second lowest bidder at the rate offered to first lowest bidder. If the lowest bidder surrenders the work allotted before the completion of the Agreement tenure or he defaults in fulfilling any condition of the RFP, Work Order or Agreement, then, the amount of Security Deposit will be forfeited. In this regard, decision taken by SRFDCL shall be deemed final.

## FORMATS OF THE DOCUMENTS TO BE SUBMITTED

### Annexure 1: Forwarding Letter

Date:

To,  
The General Manager (Admin and Finance),  
Sabarmati River Front Development Corporation Limited (SRFDCL),  
Ahmedabad.

**Subject:** Submission of Bid for RFP for Selection of Service Provider for round the clock security at the SRFD Project Area on the West Side of the Sabarmati Riverfront in City of Ahmedabad.

Dear Sir,

We are pleased to make our submission for the captioned RFP along with the following documents towards the same.

**(A) Envelope I : RFP Document Fee and Bid Security as follows:**

	Amount (in Rupees)	Pay Order / DD No.	Dated	Drawn on Bank
RFP Document Fee				
Bid Security				

**(B) Envelope II: Eligibility and Qualification Details**

**(C) Envelope III: Financial Bid**

We are aware of the Authority's right to accept or reject any/all Bid/s without giving any reason and upon rejection of Bid/s; I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise and/or assurance from the Authority.

I have thoroughly read and understood all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

\_\_\_\_\_  
(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company)

## **Annexure 2 : Bidder Information**

- **Bidders name and contact details.**
  - **Name of the Bidder Organization:**
  - **Nature of Entity (company /partnership/proprietorship, etc.):**
  - **Address of Registered Office:**
  - **Mobile / Phone:**
  - **Fax:**
  - **E-mail:**
  - **PAN No.**
  - **GST Registration No.**
  - **Main Line of Business with experience**
  - **Copy of the Registration Certificates of the bidder:**
    - Contract Labour (R&A) Act 1970
    - ESI
    - EPF
    - Professional Tax
    - Certificate of Incorporation / Partnership deed (Not applicable in case of proprietor)
    - ISO 9001:2015 or above certificates, if any.

**(Signature and name of Authorized Representative)**

**For (Name and seal of Bidder Company)**

### Annexure 3: Bidder's Experience

**Name of the Bidder:**

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**Details of works completed / ongoing in last three years including current year:**

<b>Sr. No.</b>	<b>Name of Work and main features of the work</b>	<b>Place of Work (Address)</b>	<b>Value of the Work (Rs.)</b>	<b>Client's Name and Address of contact person (including official website, email id and phone no.)</b>	<b>Date of start of the work</b>	<b>Date of end of the work</b>
	<b>Total Value of Work</b>					

**Enclosed:** (i) Copy of Contract/ Agreements evidencing the above.  
(ii) Certificates / Letters that the work above has been satisfactory

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company)

**Annexure 4 : Bidder's Turnover**

**Name of the Bidder: -**

\_\_\_\_\_

**Turnover Details (Figures in INR)**

<b>Year</b>	<b>Total Turnover (excluding Taxes)</b>
2020-21	_____
2021-22	_____
2022-23	_____
<b>Average of above (Last three years only)</b>	_____

**Note:**

- Copies of Last Three Years Audited Annual Reports
- Above Financial Certificate shall be certified by the Practicing Chartered Accountant of the Bidder.

**Annexure 5 : Undertaking**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**Signature  
(Firm's Seal)**

\_\_\_\_\_  
In the capacity of Duly authorized to sign bids for and on behalf of:

**Annexure 6: Anti-Black listing Certificate**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not  
Blacklisted  
(On a Requisite Stamp Paper)**

**Anti-Blacklisting Affidavit**

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

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

Dated this ..... Day of ....., 2024.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

**Annexure 7: Format for Authorization of Bidder's signatory**

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

**Dated:**

To,  
The General Manager (Admin. and Finance),  
Sabarmati River Front Development Corporation Limited,

Dear Sir,

REF: Your RFP Ref.:

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

To attend all meetings conducted by Sabarmati Riverfront Development Corporation Limited (SRFDCL) or other entities associated with round the clock Security Services ("Project") for Sabarmati Riverfront Development Corporation Limited and to discuss, negotiate, finalize and sign any bid or agreement and contract related to RFP for Selection of Service Provider for providing round the clock Security Services at the SRFD Project Area on the West Side of the Sabarmati Riverfront.

Yours faithfully,

<**Signature of appropriate authority of the Bidder** >

Name of appropriate authority of the Bidder:

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

For

<**Name of Bidder** >

**Encl.: Board Authorization**



**Annexure 8: Format for Performance Security in the form of Bank Guarantee**

To: \_\_\_\_\_ [Name of Authority]

\_\_\_\_\_ [Address of Authority]

WHEREAS \_\_\_\_\_ [name and address of Service Provider] (Hereinafter called “the Service Provider”) has undertaken, in pursuance of Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_

[Name of Contract and brief description of Works] (Hereinafter called “the Contract”); AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract; AND WHEREAS we have agreed to give Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until the date.....

Signature and of the guarantor: \_\_\_\_\_ Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>3</sup>An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Authority. **The above bank guarantee should be encashable at any branch of Ahmedabad.**

## Annexure 9: Format for Financial Bid

(To be submitted Online)

Date:

To,  
The General Manager (Admin and Finance),  
Sabarmati River Front Development Corporation Limited,  
Ahmedabad.

Subject: Financial bid with respect to RFP for Selection of Service Provider for providing round the clock security services at the SRFD Project Area on the West Side of Sabarmati Riverfront in city of Ahmedabad.

Dear Sir,

With respect to above mentioned subject. I/We have thoroughly read and understand the scope and terms of contracts specified in the RFP. Our/My Financial bid is as per the following table.

### **ESTIMATED RATES OF MAIN SECURITY ACTIVITY: (West Side)**

**Table A**

Sr. No.	Category	Number of personnel	Min. wages+ PF (Employer Share) (13%+ ESIC (Employer Share) (3.25%) Rate per day per employee (In Rs.)	Total Amount per Year (365 days) (In Rs.) (C*D*365 days)	Service Charge in % on E (not below than 1%)	Subtotal with Service Charge in amount (E*F)	Total (E+G)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	Security Officer	03					
2	Security Supervisor	14					
3	Security Guards	199					
Total of Table A							

**Table B**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Four Wheelers for patrolling (Rate per day)</b>	<b>Total Amount for 365 days (In Rs.)</b>	<b>Service Charge in % on E</b>	<b>Subtotal with Service Charge in amount (D*E)</b>	<b>Total (D+F)</b>
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>	<b>(F)</b>	<b>(G)</b>
1	SUV like Sumo/Bolero					
Total of Table B						
<b>Grand Total A &amp; B</b>						

**Instructions for the Financial Bid: -**

- (1) The rates quoted in table A & B shall be exclusive of applicable GST but inclusive of all other taxes, duties, cess etc. GST will be paid extra as per the prevalent rate of GST.
- (2) The amount without taxes shall be considered for comparison purposes.
- (3) Bids below minimum wages will be rejected rightly. The rate of minimum wages in the month of issuing the RFP will be treated current and final rate.
- (4) Minimum wages: -
  - o The rate must be calculated as per minimum wages act and other applicable labour laws.
  - o SRFDCL needs the services for 365 days', hence, service provider shall quote the amount accordingly.
  - o SRFDCL shall revise rates due to modification in Minimum Wages or any admissible allowances to the personnel under any law.
- (5) The bidder has to quote the percentage of service charges (In Fraction is also allowed). The Bidder shall quote over and above 1% service charge. Bids with service charges as 0 value will be treated as non-responsive. Zero percent includes all derivatives of 0 up-to 0.99. However, if the agency quotes the amount of service charge more than 2 decimals, then, its bid shall be rejected.
- (6) It is explicitly understood that this is a contract for Security of specified assets.

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**(Signature and seal of the bidder with date)**

**Annexure 10: Format for Eligibility Criteria  
(Point D of Bid summary)**

Sr.	Detail	Attached Yes/No	Page No From. To..
1	Firm Registration No.		
2	Shops & Establishment Registration Certificate as valid Manpower Recruitment Contractor		
3	Pan Card No.		
4	Professional Tax Registration Number		
5	Employee Provident Fund Organization (Ministry of Labour, Govt. of India) Code No.		
6	E.S.I. Certificate showing the Code Number		
7	Work Experience certificate		
8	Labor welfare board Registration No.		
9	Service Tax Registration Number as a Manpower Recruitment Contractor Service Tax Registration		
10	Bank solvency Certificate from Nationalized Bank (After date of Notice of Invitation of RFP)		
11	ISO Certificate Registration as Manpower Recruitment Contractor		
12	Employee Exchange Registration No.		
13	Income Tax Return and Audited Annual account, profit & loss account, balance sheet of Last Three Years		
14	EMD D.D.		
15	RFP fee		
16	Registration details of Private Security Agency Act 2005		