No. GVGN/RWA/ST /101/24

Feb 2024

# REQUEST FOR PROPOSAL: SELECTION OF AGENCY FOR PROVIDING SECURITY SERVICES

AWHO TOWNSHIP GURJINDER VIHAR POCKET P-5, SECTOR CHI-1,
GREATER NOIDA, GAUTAM BUDH NAGAR, UTTAR PRADESH- 201310

Cost of Tender: INR 3000/-

Agencies which intend to provide security services at AWHO TOWNSHIP GURJINDER VIHAR Pocket P-5, Sector CHI-1, Greater NOIDA, GautamBudh Nagar, Uttar Pradesh- 201310, could download the tender document from the website and should enclose a DD of INR 3000/- in the bid (details at Para 12 to 14).

## TENDER DOCUMENT: SECURITY SERVICES RWA, AWHO TOWNSHIP, GURJINDER VIHAR GREATER NOIDA, UP-201310

#### **Introduction**

- 1. <u>GurjinderVihar</u>. Resident Welfare Association, Gurjinder Vihar, Greater NOIDA (RWA, GVGN) is a registered Army Welfare Housing Organisation Society located at Pocket P-5, Sector CHI-1, Greater NOIDA, GautamBudh Nagar, Uttar Pradesh- 201310. There are a total of 2822 residential apartments built into 95 residential blocks/buildings and the Township is spread over 95 acres with approximately 30 acres of green cover. In addition the complex also houses three convenience shopping centres, a community centre, polyclinic, Temple/Gurudwara, Kinder Garden schools and Club etc. The inner perimeter road along the boundary wall of the Township is 2.7 km long. There are two gates for entry/exit, one each on either side of the complex.
- 2. <u>Solicitation of Bids</u>. Sealed Bids( Three bid system namely, Eligibility Criteria, Technical and Financial Bids) are hereby invited on behalf of the RWA, GVGN for providing 'Comprehensive Security Services' for the Township from reputed and registered SecurityServices Agencies with office established in Delhi NCR. The bids are to be dropped into the Tender Box by 1500h on 15 Mar 2024.
- 3. <u>Procurement of Tender Document</u>. The interested agencies can purchase the Tender Document from the Office of the Secretary, RWA, GVGN on any working day from 24 Feb 24 to 07 Mar 24 between 10:00 am and 4:00 pm on payment of INR 3000/-. An attested copy of the receipt obtained from the Treasurer, RWA, GVGN should be enclosed with a covering letter in the Large envelope in which are also contained the bids. The document can also be downloaded from the websites <a href="http://tender.awhogvgn.com">http://tender.awhogvgn.com</a> or <a href="http://tender.awhogvgn.com">www.awhogvgn.com</a> . Agencies which download the Tender Document from the websites should enclose a DD/pay order for INR 3000/- in the Envelope containing Eligibility criteria (Para14 refers).
- 4. Opening of Tender Box. The Tender Box shall be opened at 1600h on15 Mar 24 to established the bids received within the stipulated schedule in the presence of the authorised representatives of the bidders who may choose to be present. These representatives are to submit an authorisation letter issued by their agency which has submitted the bids, to RWA, GVGN, so that the bona fide representative can be identified.

## **Schedule of Events**

5. The schedule of events is as tabulated below:-

Ser No.	Event	Date	Time	Remarks
1.	Publication of Tender Notice	24 Feb 24		Publication in Newspapers and may also be accessed from AWHO website.
2.	Site (GVGN) Visit	01 Mar 24 – and 02 Mar 24	1000h onwards	Col AKMitra, Vice President, RWA GVGN and Member Security( Mob: 9434410437)
3.	Last date for clarifications if any soughtby prospective bidders	04 Mar 24	By 1600h	To be sent by letter or E mail addressed for kind attn of Secy, GVGN (awhotownshipgn@gmail.com)
4.	Pre Bid Meeting	08 Mar 24	1100h	At GV Community Centre
5.	Amendment in RFP, if required	11 Mar 24	1600h	Will be published on AWHO websitewww.awhogvgn.com
6.	Submission of Eligibility Claim, Technical and Financial bids	15 Mar 24	By 1500h	In Tender Box placed in Secy, RWA GVGN Office Submission, Mon to Sat from 1000h to 1700h
7.	Opening of Tender Box	15 Mar 24	At 1600h	Authorised Reps of bidding Agencies may be present.  Venue: GV Community Centre
8.	Opening and Scrutiny of Eligibility Claim and declaration of Stage I result of Eligibility Claim	16 - 18 Mar 24	Commencing 1000h on 16 Mar 24	Declaration of result by 1600h on 18 Mar 24. Will be published on AWHO websitewww.awhogvgn.com
9.	Opening of Tec bids of Bidders qualifying Stage I and Scrutiny of Technical bids	19 Mar 24		
10.	Declaration of result of Technical evaluation	29 Mar 24		Declaration of result by 1600h on 29 Mar 24. Result will be published on AWHO websitewww.awhogvgn.com.
11.	Opening of Financial Bids	30 Mar 24	Commenci- ng 1030h	
12.	Negotiations with the shortlisted bidder/bidders	06 – 09 Apr 24	Commenci- ng 1030h	Shortlisted Bidders will be informed by E mail by 1600h on 05 Apr 24.

#### Scope of Work and Responsibility

- 6. The duties to be performed and the responsibilities thereof by the shortlisted Company/Companies shall include but not be limited to the following:-
  - (a) Comprehensive Security of the colony on a 24 hour basis including visitor management, security checking of domestic and casual workers and management of passes issued by RWA, GVGN. Any instruction of the RWA, GVGN regarding performance of Duty shall be followed. The township has two Gates for entry/exit of personnel and vehicles. In addition to the residents and their visitors, certain personnel like the Domestic help, Construction workers, Gardeners, Home delivery menetc. also enter/exit the Township in a regulated manner on a daily basis through these two gates. The number of such personnel other than the residents and their visitors who visit the Township on a daily basis is about 1500. The Gates are to be manned on a 24 Hr basis.
  - (b) Proficient use of My Gate App or a similar Mobile Appshall be made for security management. The Agency shall maintain records of inward and outward movement of personnel( RWA employees, domestic help, casual labour, shop operators residing outside the Township, prospective tenants, property dealers residing outside the Township and their employees, RWA pass holders, Visitors and residents' guests etc) with proper security check on the same as per directives of the Member Security of RWA, GVGN. The details shall be maintained in the My Gate Appor a similar Mobile App using the devices issued by RWA, GVGN.
  - (c) Guarding the Towers/blocks on 24 h basis.
  - (d) Security of vehicles of the residents and the visitors. The Guards on duty will ensure that vehicles are parked in such a manner that they don't cause a hindrance to othervehicles and personnel.
  - (e) The Security Agency will ensure that all instructions of the Member Security, Board of Management, RWA, GVGN are strictly followed.
  - (f) Render professional advice to Member Security, Board of Management, RWA, GVGN related to security of the Township.
  - (g) Management of stray dogs in the complex including sterilisation and immunisation. Besides entry of stray dogs and cattle into the Township will be strictly prevented. Failure to do so will result in imposition of suitable penalty on the Security Agency. Decision of the RWA in this regards will be final.

- (h) The Guards and Supervisors are to monitor the flower pots and beds, Trees and Lawns, sports facility of the Institute/Club and ensure that they are not damaged either by Staff/residents/visitors or stray animals.
- (j) The security personnel shall be duly trained in fire-fightingand first aid as per PSARA syllabus. The Security personnel should be able to effectively use various fire-fighting equipment placed in Residential Towers/Gate and other locations of GVGN. They are to also assist the residents and RWA in immediate rescue and management of Safety of Personnel in case of a natural calamity as per their role defined in the Disaster Management Plan of the area/Township. A mock fire-fighting drill and Disaster management drill (if the Plan has been formulated with the role of the Security agency defined) shall be organised once every month in consultation with RWA GVGN. The Security Agency will be solely and fully responsible to ensure the security of Fire Fighting Equipment placed at various locations in the Township. The Security personnel are also to help during a medical emergency in embarkation/disembarkation from/to a vehicle and movement from/to the flat.
- (k) The Township has CCTV cameras fitted at certain critical locations. The Security Agency is to check the CCTV footage and take its backup. It should immediately report in case any untoward incident is noticed. The Agency shall dovetail use of electronic surveillance means with the physical security provided by deployment of personnel.
- (I) The Security personnel deployed shall take regular patrolling of the premises to maintain vigil and remain alert.
- (m) The Security personnel deployed in the Towers should log the complaints of the lifts on My Gate App or a similar Mobile App.
- (n) The Agency is required to maintain efficient and reliable communication amongst all the personnel deployed at a given time including between the guards in Towers and the Gates. In case there are more than one agency providing the security services it will be responsibility of both the agencies to ensure that they have compatible communication sets for efficient and reliable communication amongst all the personnel deployed at a given time including between the guards in Towers and the Gates. All personnel deployed at any given time should have a functional mobile phone with him/her.
- (p) All personnel deployed are to be provided two sets of uniform items including monsoon and winter wear, Torch(with cells) and Lathis toensure efficient functioning.
- (q) The Agency shall keep the BOM/RWA, GVGN informed of all the matters related to security and cooperate in the investigation of any incident

relating to security and report immediately to the Security Member/BoM representative about the following:-

- (i) Unruly behaviour by the residents.
- (ii) Security lapses and taking immediate corrective action on the same.
- (iii) Presence of any material in the Complex that could be a possible fire hazard with video/still photograph.
- (iv) Any unlawful activity that may be taking place with adequate proof.
- (v) Pet owners not picking up the poop of their pets while walking them in the complex or walking their pets without leash with video proof.
- (vi) Domestic help trying to enter the Township without valid passes.
- (vii) Domestic help/Medical attendants etc.trying to enter towers/dwelling units which is not endorsed in their pass.
- (viii) Inspect periodically the fire escapes and the Fire assembly areason certain floors for any resident's belongings stored in these places and report to the BoM/RWA GVGN.
- 7. Personnel Required. Total number of personnel required for security of the Township is about200 240 per day. The ratio of Supervisors to the Security Guards is to be in accordance with the UP PSARA Act and Rules. The Supervisors are preferably to be Ex Armed Forces or CAPF. In addition the Agency should have the capacity to provide the leave reliefs for the personnel deployed. Further, the Agency should also have a surge capacity to enhance the number of personnel deployed by 20% within 48 h of receiving an intimation of the same from the BoM/RWA. The numbers may be required to be further enhanced progressively by same percentage at the same notice. The surge deployment will be provided at the same rates at which the initial deployment as Contracted for the Year has been provided.

- 8. A Demand Draft of INR 4,00,000/- (INR Four Lakh only) in favour of RWA, AWHO, Gurjinder Vihar, payable at Greater NOIDA, UP as Earnest Money Deposit (EMD)should also be enclosed with the Technical Bid. The validity of the Demand Draft will be Six months with effect from the date of issue of this RFP and should be physically submitted. Bids without EMD/valid EMD are liable to be treated as invalid.
- 9. The EMD of the unsuccessful Agencies shall be returned within 30 days after Award of Contract to the successful Bidder. The EMD of the successful Bidder shall be returned within 30 days after submission of the Performance Bank Guarantee (PBG). No interest shall be paid by the RWA for the period for which the EMD is with the RWA.
- 10. Forfeiture of EMD. The EMD can be forfeited if the Bidder:-
  - (a) Withdraws its bid during the period of bid validity.
  - (b) During the Tendering Process, if a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the RWA GVGN regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstance.
  - (c) Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardise the interests of the RWA, GVGN. The decision of the BoM, RWA, GVGN regarding the forfeiture of the EMD shall be final and shall not be called upon question under any circumstance.
  - (d) Does not accept the correction of arithmetical errors as laid down in this RFP.
  - (e) In case of the successful Bidder, if this Bidder fail to sign the Contract or fails to furnish the Performance Bank Guarantee.

#### **Submission of Bids**

- 11. The Tender Document is not transferable.
- 12. The bids will be submitted and evaluated by a 'Three bid System'. The bidding Agency is to therefore submit its bids in a Large sealed envelope, which in turn

shouldcontain three different and distinct sealed envelopes with each envelope clearly indicating the 'Type of Bid' namely:-

- (a) Eligibility Claim
- (b) Technical Bid
- (c) Financial Bid
- 13. 'Tender for Security Services' should be boldly typed/written on the face of the large envelope in addition to the name and other relevant details of the bidder as also on the smaller envelopes containing the individual bids. Signatures of the same individual who has signed the enclosed bid are to be put across the lip of each envelope after pasting it and then cello tape affixed on top of the signatures. The sealed bids shall be submitted as above in the Tender Box kept in the Office of the Secretary, BoM/RWA, GVGN as per the schedule tabulated at Para 5.
- 14. <u>Envelope 1(Eligibility Claim)</u>. The Bid 1, which is a Eligibility Claim by the Bidder is to contain the following:-
  - (a) A Demand Draft in the favour of RWA, AWHO, Gurjinder Vihar towards non- refundable Bid processing Fees of INR 3000/-.
  - (b) Acceptance of terms and conditions as per the text of Annexure I. Every bidder is to give an undertaking in Annexure I regarding acceptance of Terms and Conditions as contained in this Tender Document.
  - (c) Bidder Organisation Basic Data in support of eligibility as required in this Request for Proposal (RFP) as stipulated in Annexure II.
  - (d) Documents to support the Eligibility claim.
  - (e) An affidavit as to the following effect:-
    - (i) That the Bidder is not involved in a criminal case.
    - (ii) There is no case pending with the Police against the Proprietor/Firm/Partner or the Agency.
    - (iii) That the Tenderer has not been blacklisted by any Government Authority/Housing Society.
- 15. <u>Envelope 2 (Technical Bid)</u>. The second envelope submitted should contain the technical bid in the format prescribed at Annexure III. A Demand Draft of INR 4,00,000/- (INR Four Lakh only) in favour of RWA, AWHO, Gurjinder Vihar payable at Greater NOIDA, UP as Earnest Money Deposit (EMD) should also be

enclosed. The Technical Bid shall include the preferred option of the Agency and reasons thereof without making any indication of the price whatsoever (Para 17 refers).

#### **Envelope 3 (Financial Bid)**

- 16. The financial bid shall be submitted in the Performa as given at Annexure IV and Annexure V, clearly indicating monthly remuneration to each category of the personnel to be deployed and statutory dues, levies and taxes separately.
- 17. While preparing the Bid, the Agency shall consider two options as described below and submit their price Bid for each of the two options. In the two options adequate security of gates and common facilities will be considered uniformly in addition to the arrangements listed below. RWA, GVGN shall select the most suitable option for implementation in the GVGN Township. The Technical Bid shall include the preferred option of the Agency and reasons thereof without making any indication of the price whatsoever. The Financial Bid for each of the options shall be evaluated separately and compared for arriving at the final price. The two options of deployment are as follows:-
  - (a) Option 1: One guard per tower on 3 shifts of 8 hour each.
  - (b) Option 2: One guard per tower on 2 shifts of 12 hour each.
- 18. Unit Rates for Security Guard(Male and Female), Supervisors/Gunman and Assistant Security Officer (ASO) as per the table at Annexure –IV.
- 19. RWA GVGN recognises that the responsibility and challenges faced by the Security Guards, Supervisors deployed at the Gates and the Gunmen are more than those deployed in the Towers. The bidder therefore has to also indicate any special allowance which is to be paid to them in INR as per the format at Annexure –V.
- 20. Wages should be paid in conformity with the latest UP Govt. Orders on Minimum Wages for skilled/semi-skilled/unskilled workers.
- 21. Interested firms/entities should submit their bids on their official letter head, affix signatures of authorised representative of the firm, his Title along with the official seal and date on each page of various Bids giving relevant information as required therein.
- 22. Bidding for this RFP does not automatically make an entry eligible for this Tender. It is the responsibility of the Agency to prove its eligibility by submitting the required documents along with the Tender within the stipulated time. Bids from ineligible bidders will be rejected outright without necessarily assigning any reasons.

- 23. The BoM/RWA reserves the right to accept a bid either in part or full or to reject any tender either in part or full without assigning any reasons thereto. Tenders, in which any of the prescribed conditions are not fulfilled, shall be summarily rejected.
- 24. The Bidders may visit the Township to assess the extent of operations required as per the schedule at Para 5. Any clarification regarding the scope of work or otherwise must be sought in writing before submission of the bid.
- 25. Bids sent by FAX or e mail modes will not be accepted.
- 26. Bids should be free of erasures or additions or alterations. Bids with erasures or additions or alterations shall not be considered and will be considered as invalid.
- 27. Bids, which do not comply with the conditions laid down in the tender document are liable to be rejected.
- 28. RWA, GVGN will not be responsible for delays of any nature due to force majeure. Print copies of original instruments in respect of Tender Fee and EMD received after Bid submission date will not be accepted. In such cases the Bid will be rejected and no communication will be entertained.

#### **Validity of Bids**

29. The bids shall remain valid for a period of Four months from the last date for bid submission (last date for bid submissionis 15 Mar 24) unless the same is extended further.

#### Stage -I: Criteria of Eligibility

- 30. Envelope I (Eligibility Claim) will be opened first.Bidders who have deposited the Bid Processing Fee, fulfil the Eligibility Criteria duly supported by corroborating documents and accept Terms and Conditions contained in this RFP Document, will be eligible to get their Technical Bids opened and evaluated.
- 31. In addition to submission of requisite data regarding the Bidder's Organisation as per Annexure-II, the Bidder must establish the following:-

Ser No.	<u>Parameter</u>	<u>Threshold</u>		Supporting Document	
1.	Experience in providing SecurityServices	5 continuous	,	Contract Volume to Contract Volu	

Ser No.	<u>Parameter</u>	Threshold	Supporting Document
2.	Turnover over last 3 years from Security Services	INR 9Crs	Annual balance sheet and/or Auditor's Certified Statement for last 3 financial years ( 2020-21; 2021-22; 2022-23)
3.	Average Manpower on direct rolls	3000	EPF or ESIC Data base
4.	Management Experience Scope	Two societies of 300-500 flats OR Three Societies of 200 – 300 flats	Contract Letters (Contract Value could be masked to maintain requirement of Confidentiality)
5.	Current Registration as per PSARA Act/Rules	Registered for UP OR The OperationalJurisd iction for GBN is to be obtained and submitted to RWA GVGNby 29 Mar 24.	<ol> <li>Min of Home (GOI)</li> <li>Portal, Serial No. of Regn.</li> <li>Ser No. on UP police Portal</li> </ol>
6.	Training	1. Trainers are to be 'Certified Trainers' by SSSDC and should be in date/Current. 2. Own Training Centre affiliated with Security Skill Development Council (SSSDC)or tie-up with a Training Centre affiliated to SSSDC, Gol Affiliation/Certification.	<ol> <li>Copy of Current Agreement/Certification.</li> <li>Certificates of Trainers</li> </ol>

#### **Stage 2: Technical Evaluation**

- 32. Once the Eligible Bidders are identified in Stage-I, Envelope 2 (containing the Technical bids) only of the Bidders who have qualified in Stage I, will be opened. Bid evaluation shall be done only of those bidders who have submitted Bid Processing fee of INR 3000/-.
- 33. The Bid Evaluation Committee may make a field visit to one or more existing sites of the Security Agency to assess the quality of services before concluding the Technical evaluation. The concerned Security Agency is to facilitate and coordinate the visit with the concerned authorities.
- 34. Technical Bids submitted as per Annexure –III will then be evaluated. The marks will be accorded in the following manner:-
  - (a) The attribute (e.g. Experience) where the performance divided into various categories, the marks will be accorded based on where the Bidder's value lies. The grading will start from the threshold value if assigned in the Eligibility Criteria.
  - (b) The attribute where the performance is not divided into categories eg. 'Average Turnover over last 3 years' the bidder with maximum value will be awarded 10 marks and the others will be accorded proportional marks.
  - (c) Total Score of each bidder will then be obtained.
  - (d) The following formulawill be used (for obtaining score on a base of 100) for determining the Technical Score after establishing the total marks in Technical Evaluation of a bidder as per Annexure –III:-

 $S_t = 100(T/Tm)$ 

Where: St is the Technical Score of the bid under consideration Tm is the Highest Technical Score
T is the Technical Score of the Bid under consideration

#### **Stage 3: Financial Bid Evaluation**

35. The financial bids of all bidders who have technically qualified will then be opened and evaluated. The following formula (for obtaining score on a base of 100) will be used for determining the Financial Score:-

 $S_f = 100(F_m/F)$ 

Where: S<sub>f</sub> is the Financial Score of the bid under consideration

F<sub>m</sub> is the Lowest Financial Quote in INR F is the financial quote in INR of the Bid under consideration.

#### **Ranking of Bidders**

36. The Ranking of bidders will be done on Quality Cost Based System(QCBS) with 60% to Quality and40% weightage to price and final score of the bidders obtained. The bidder with the highest score being the Rank 1 Bidder (R1). The calculation will be done as follows:-

## Final Bid Score = $(0.6 \times S_t) + (0.4 \times S_f)$

- 37. <u>Rectification of Arithmetic Errors</u>. Arithmetical errors if any, in the Financial Bid will be corrected on the following basis:-
  - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - (b) If there is a discrepancy between the words and figures, the amount in words shall prevail.
  - (c) If the bidder does not accept the correction of errors its bid will be rejected and its EMD may be forfeited.
- 38. Reasonableness of Price. The Contract Negotiation Committee of RWA, GVGN will establish the reasonableness of price quoted by the R<sub>1</sub>(Rank 1)bidder. Prices will then be negotiated to bring it down to a reasonable price, if so deemed necessary.

#### **Award of Contract**

- 39. Contract shall be signed between the RWA and the shortlisted Bidder after a Performance Bank Guarantee @ 10% of the Annual Contract Value is submitted by way of Unconditional Bank Guarantee.
- 40. Contract is to be awarded for an initial period of One Year. The Contract may be extended for a year at one instance for a maximum of two times. The consideration for the Contract would change only to the extent of the wages and associated payments as promulgated by Govt of UP from time to time. However, the service charges shall remain fixed at the total value in INR arrived at the start of the Annual Contract period.

- 41. <u>Termination</u>. The RWA GVGN may terminate the Contract immediately upon written notice to the Agency, if the Agency materially breaches the Contract and the Agency does not comply with the Contractual provisions within 30 days after receipt of written notice of such shortcoming.
- 42. The RWA GVGN may also terminate the Contract without cause or reason upon 30 days' written notice to the Agency.
- 43. No Sub Contracting is permitted. Any such act will be considered a breach of the Contract and lead to RWA, GVGN taking necessary actions.
- 44. The RWA is not bound to accept the lowest or any other bid and at any time may terminate the tendering process without assigning any reason.

#### **Payment Terms**

- 45. Payments to the Contractor will be made through A/c Payee cheque in favour of the Agency after proper verification of bills and ensuring satisfactory completion of work. TDS and surcharge as per the rules in force shall be deducted. Unless the Contractor submits the payment challans in respect of statutory dues (EPF and ESIC) of the previous month the payment for the month will not be made. It will be the responsibility of the Security Agency to distribute salary/wages to the security personnel deployed by it by the Tenthday of each month.
- 46. The RWA shall have the right and be entitled to withhold payment to the Contractor in the event of any breach of Terms and Conditions of the Contract after giving due notice. The decision of the RWA in this regard will be final.

#### **Terms and Conditions of the Tender**

- 47. RWA,GVGN reserves the right to reject/accept or withdraw any part or full tender(s)without assigning any reason whatsoever. The decision of RWA, GVGN will be finalwithoutanyliability.
- 48. RWA,GVGN reserves the right to award the contract to deserving parties either in full or in part. The decision of RWA, GVGN in this regard shall be final and no enquiry will be entertained.
- 49. Bids should be complete in all respects. Incomplete bids will be summarily rejected. No unsolicited clarification will be taken by RWA, GVGN in this regard.
- 50. Canvassing in any form entails the agency's disqualification. Any agency found influencing or intimidating other agencies/Tender process is liable for disqualification.

- 51. Where the agency makes counter terms and conditions of business, the tender shall not be deemed responsive, unless RWA, GVGN in its discretion, may give specific written acceptance thereof. Such counter response may be thought of in advance and clarified in writing before or during the pre-bid meeting as per Schedule.
- 52. Interested Agencies are advised to understand the magnitude of the job involved for Security services before submitting their bids. The Agencies may visit the site as given in the Schedule.
- 53. Sub-contracting is not allowed by the Agency. If it is found that the job has been sub- contracted, the contract with the Agency shall be terminated with immediate effect with forfeiture of the EMD.
- 54. Successful Agency will be decided based on the Evaluation Criteria and the total value of the contract (for 1year), based on the Agency's Final score of his bid, as explained at Para 32 to Para 36.
- 55. As a guarantee towards due performance and compliance of the contract work, the successful agency /agencies will deposit a Performance Bank Guarantee (PBGof 10% of Annual Contract value).
- 56. The initial period of contract shall be for 12 months and may be extended one only year at a time, maximum twice, depending on performance of the Agency and at discretion of RWA, GVGN.
- 57. The quoted rates shall not be less than the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Employer EPF contribution, ESI contribution, bonus, insurance, weekly off/national holidays etc. as per the format in the tables at Annexure –IV and Annexure V(Annexure V is only for personnel deployed on Gate duties).
- 58. RWA GVGN shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments and to that extent only. However, the service charges shall remain fixed at the total value in INR arrived at the start of the Annual Contract period.
- 59. RWA, GVGN reserves the right to accept or reject any or all bids without assigning any reasons. RWA GVGN also reserves the right to reject any bid which in their opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever that may cause to the agency in the

process. The prospective agency may also note that the bid shall not be awarded to any agency purely on the basis of having quoted the lowest rate.

- 60. The number and arrangement of deployment of the Security personnel is without prejudice to the right of RWA GVGN to deploy the security personnel in any other number or manner considered to be more suitable by RWA GVGN in its interest.
- 61. The agency shall ensure that the security personnel deputed are well uniformed, healthy and in the age group from 21years to 50 years. Each Security personnel deployed in the Township will be issued with an Identity Card with his recent photograph affixed on it in accordance with UP PASARA Act and Rules. The Supervisors at the Gate, Towers and ASO are to be provided with functional and compatible Walkie-Talkie Sets by the Agency.
- 62. Every Security person deployed in the RWA GVGN Complex, will have police verification in accordance with UP PSARA Act and Rules before being deployed at site and record of police verification shall be submitted by the Agency toRWA GVGN within 30 days of the issue of the Letter of Intent. The verification willbeundertaken by the Agency at its cost.
- 63. The full particulars of the personnel to be deployed by the agency including their names, Mobile Contact number and addresses, shall be furnished to RWA GVGN along with testimonials before they are actually deployed for the job.
- 64. The agency shall not deploy or shall discontinue deploying the person(s) found unsuitable if so decided by the RWA GVGN at any time without assigning any reason whatsoever. This is to be brought into force within 24 h.
- 65. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of RWA GVGN, they shall work under directive and guidance of EstateManager (Administration), Member Security of RWA, GVGN. This will, however, not diminish in any way, the agency's responsibility under contract towards the Security of the Township as per Scope of Work.
- 66. The agency shall deploy security guards trained in all facets of security work, including fire-fighting(in accordance withUP PSARAAct and Rules). The Agency shall provide necessary undertaking and documentary evidence in this regard. The requite training and certifications are to be undertaken at the cost of the Agency
- 67. The ratio of Supervisors to the Security Guards is to be in accordance with the UP PASARA Act and Rules. The Supervisors are preferably to be Ex-Armed Forces or CAPF.

- 68. The visitors shall be regulated and MyGate software or any such other Mob App, shall be used to its full potential features. Further, the visitors shall be attended to with due courtesy.
- 69. A senior level representative of the Agency shall visit RWA GVGN premises at least onceaweek and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the RWA officer bearers dealing with service under the Contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
- 70. The Agency shall ensure that any replacement of the personnel, as required by RWA, GVGN for any reason specified or otherwise, shall be effected promptly without any additional cost to the RWA GVGN. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the RWA GVGN at Agency's own cost.
- 71. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at the Township complex at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. Any Uniform with any kind of semblance to uniform of the Armed Forces is not to be used. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
- 72. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the RWA GVGN/Govt. of India/any State/or any Union Territory.
- 73. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the RWA GVGN. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of RWA, GVGN.
- 74. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at GVGN Complex.
- 75. The Agency shall ensure Workmen Insurance for each person deployed at the GVGN premises and shall be responsible for any accident caused to them and the RWA, AWHO Township, Gurjinder Vihar shall not be liable to bear any expense in this regard. The Agency at its own cost shall also be responsible for the insurance of its personnel and should indemnify the RWA GVGN against any claims.
- 76. The Agency shall make payment of wages to workers engaged by it by the stipulated date (by the Tenth Day of the Month) irrespective of any delay in settlement of its bill by the RWA GVGN for whatever reason.

- 77. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re- enactments/ amendments modifications:-
  - (a) The Payment of Wages Act 1936
  - (b) The Industrial Dispute Act, 1947
  - (c) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
  - (d) The Payment of Bonus Act, 1952
  - (e) The Factory Act, 1948
  - (f) The Contract Labour (Regulation and Abolition) Act, 1970
  - (g) The Payment of Bonus Act, 1965
  - (h) The Payment of Gratuity Act, 1972
  - (j) The Equal Remuneration Act, 1976
  - (k) The Employees State Insurance Act, 1948
  - (I) The Employment of Children Act, 1938
  - (m) The Motor Vehicle Act, 1988/2017.
  - (n) The Minimum Wages Act, 1948.
  - (p) UP PSARA Act and Rules and their amendments thereof.
  - (q) Shops and Other Commercial Establishments Act
  - (r) Workman Compensation Act 1923
- 78. <u>Compensation for Damage/Thefts</u>. The following will govern the compensation of losses on account of any theft or pilferages or damages:-
  - (a) In case of any theft or pilferages, damages, loss or other offences, the agency will investigate and submit a report to RWA, GVGN. FIR will be lodged by RWA, GVGN/ Residentas applicable, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed in a time bound manner within a period of 30 days from the date the incident is reported to/by the RWA.
  - (b) In case of any loss that might be caused to the RWA GVGN and or its residents or visitors due to lapse on the part of the security personnel the loss will be borne by the Agency. In such cases RWA, GVGN shall have the right to deduct the appropriate amount from the service charges payable to the Agency in the monthly bill of the Agency, to make good such loss to RWA, GVGN or the residents or the visitor. In case of frequent lapses on the part of the security personnel deployed by the Agency, RWA GVGN shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
  - (c) In a situation where the amount of money to be deducted is more than the monthly service charges due to the Agency, the amount will be deducted from the PBG after encashing the PBG. The amount balance after deduction of the appropriate amount will be returned to the Agency only after the

Agency submits a fresh PBG corresponding to an amount as indicated by this Tender within 30 days of the old PBG having been encashed. Any delays in submitting a fresh PBG will entail levying of Penalty on the Agency.

- 79. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 80. As and when RWA GVGN requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the Contracted terms and conditions. For the same, a notice of two days will be given by the RWA, GVGN. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the RWA, GVGN shall deduct the requisite amount at the pro-rata rates from the Service Charges in the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- 82. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to RWA, GVGN an attested photocopy of the attendance record and enclose the same with the monthly bill. The attendance record shall be maintained using the MyGate software platform or any other similar Mobile App. The personnel not found logged in the MyGate software or any other similar Mobile Appshall be considered as absent.
- 83. Any reduction in strength of security personnel below 3% of the stipulated deployment would warrant a penal deduction equivalent to the percentage absence from the Service Charges the amount of the monthly bill. The shortage of manpower will be calculated grade wise on weekly basis and will not be permitted. If the shortage in deployment strength is for more than 5 days in a month then the shortage will be counted on daily basis.
- 84. The RWA, GVGN shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- 85. Monthly bills shall have all requisite documents in support of the bill including the EPF Challans, EPF Cards of the employees, ESCI Challans, GST payments of the previous month and the attendance record as obtained from the MyGate softwareor any other similar Mobile App. Bills complete in all respect shall be cleared by RWA GVGN within seven working days. In case of delay by RWA GVGN in clearing the bills, which are found to be in order, RWA GVGN shall be liable for payment of interest @ 6% per year on the pending amount of the bill.
- 81. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the UP

Government. However, the service charges shall remain fixed at the total value in INR arrived at the start of the Annual Contract period.

- 86. The TDS as applicable shall be deducted from the bill unless exempted by the Income- tax Department. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer(RWA, GVGN) fully indemnified against liability of tax, interest, penalty, EPF contribution, ESI Contribution etc.
- 87. The minimum qualification of the Security personnel deployed by the agency shall be as given below:
  - (a) Tenth standard or equivalent or higher.
  - (b) Proficient in handling MyGate applicationor any other similar Mobile Appand MyGateor any other similar Mobile Appdevices aftertwo days of onsite training.
  - (c) Age between 21 and 50 years with sound health. Averageage profile of the Security Personnel will not be more than 30 years.
  - (d) Height equal to or above 165 cm.
  - (e) Smart looks and bearing, pleasant demeanour and well behaved.
  - (f) Should be able to follow instructions.
  - (g) Be able to make entries in the MyGate deviceor any other similar Mobile App devices both of personnel and vehicles.
  - (h) Should be able to make entries in the register.
  - (j) Should be able to log complaints in the MyGate deviceor any other similar Mobile App's devices.
  - (k) Should be able to click pictures using the MyGate deviceor any other similar Mobile App devices.
  - (I) Should be able to use MyGate softwareor any other similar Mobile Appusing the device to be made available by RWA GVGN.
  - (m) Should be able to read and write in Hindi and elementary English.
- 88. In case of non-compliance/non-performance of the services according to the terms of the contract, the RWA GVGN shall be at liberty to make suitable deductions from the bill/PBG without prejudice to its right under other provisions of the contract. In case of deduction from the PBG by encashing it, the amount balance after

deduction of the appropriate amount will be returned to the Agency only after the Agency submits a fresh PBG corresponding to an amount as indicated by this Tender within 30 days of the old PBG having been encashed. Any delays in submitting a fresh PBG will entail levying of Penalty on the Agency.

- 89. The agency shall be solely liable for timely payments of salary/dues of the Workers employed and deployed by it. The agency shall fully indemnify RWA GVGN against all the payments, claims, and liabilities whatsoever, incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in RWA, GVGN premises/facility.
- 90. All liabilities arising out of accident or death while on Duty shall be borne by the Contractor.
- 91. The decision of RWA, GVGN in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 92. In the event of special medical conditions and if so directed by the District/ State Authorities, the Agency will get the Medical examinations of the personnel deployed as per the promulgated protocol, at its own cost.

#### **Arbitration**

- 93. In case of any dispute between the Agency and RWA, GVGN, the elected Board of Management of RWA GVGN shall have the right to decide. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by the elected Board of Management of RWA GVGN. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 94. However all matters of jurisdiction shall be at the local courts located at Greater Noida (GautamBudh Nagar).

#### 96. Vehicle Provision.

(a) A vehicle(4 wheeler) for patrolling duties will be provided by the Agency. Vehicle provision will be inclusive of driver(s) for 24 hours. Payment of the vehicle will be @ 40 Km per day subject to maximum 1200 Kilometres per month. The amount quoted will be inclusive of fuel, driver and maintenance cost. Kilometre run more than 1200 Km in a month will be paid @ Rs 8 per Km. Alternate arrangements will be provided well in time when

vehicle goes out for repair/maintenance. The cost of repair and maintenance will be borne by the Agency.

- (b) Alternatively the Agency may consider providing two motorcycles for the patrolling duties in the Township. Payment for 1000 Km per month per motorcycle @ Rs 4 per km shall be payable. The amount quoted will be inclusive of fuel and maintenance cost. Kilometre run more than 2000 Km in a month will be paid @ Rs 6 per Km. Alternate arrangements will be provided well in time when vehicle goes out for repair/maintenance. The cost of repair and maintenance will be borne by the Agency.
- 97. 12 bicycles at a scale of 4 bicycles per phase of the complex. TheGVGN complex comprises of three adjacent phases within the same boundary.
- 98. In case RWA GVGN at any time within the currency of contract feels that the vehicle requirement can be dispensed with, it will be at liberty to discontinue the provision of the vehicle by the security service provider with 30 days' notice.

#### **Manpower Selection**

- 99. Recruitment and selection of the manpower will be the responsibility of the service provider. He will ensure that the manpower provided is proficient in the task including their soft skills. Monthly training will be imparted by the Field Training Officer of the service provider.
- 100. All the issues related to the selection and training of the Gunman will be paid special attention. The service provider will be responsible to ensure that the weapon held is licensed, of appropriate calibre along with the requisite ammunition. Training will cover the rules of engagement as per the law of the land. The Gunman shall be conversant shall be conversant with the rules of engagement and of the weapon.
- 101. The ratio of Supervisors to the Security Guardsis to be in accordance with the UP PSARA Act and Rules. The Supervisors are preferably to be Ex-Armed Forces or CAPF.

#### **Award of Contract**

- 102. A Contract Agreement shall be signed with the successful Agency. The Agency/Agencies will be informed by e- mail about the bid being accepted by way of a Letter of Intent. The Agreement will need to be concluded and signed by 30 Apr 2024.
- 103. The detailed terms of engagement and the Option selected by RWA as also such other stipulations which may evolve during the negotiations without changing the substance of the bid in any manner, shall be defined in the Contract Agreement.

Annexure-I (Refers to Para 14)

## DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENT

To,

The Secretary RWA AWHO Township GurjinderVihar Pocket P-5, Sector CHI-I G NOIDA UP - 201310

Dear Sir,

- 1. I have carefully read the terms and conditions as also the other stipulations contained in the Request for Proposal (RFP) Document GCGN/RWA/ST/101/24 regarding selection of a Security Agency/Agencies for the RWA, GVGN, UP-201310.
- 2. I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorised signatory of my Company/Firm and am therefore, competent to make this declaration.

E Mail id:	
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Annexure-II (Refers to 14)

## **BASIC DATA SHEET ABOUT THE BIDDER**

Ser No.	<u>Data</u>	<u>Response</u>
1.	Name of the Firm/Company	
2.	Address of the Registered Office	
3.	Address of the Head Office	
4.	Address of the Office in UP or in NCR	
5.	Contact numbers( LL and Mob) of the person Approving the Bid Document in the Head Office	
6.	Name, Designation, Address and Tele No(LL and Mob) of the person authorised to prepare, submit and finalise this bid	
7.	Nature of the Company. Sole Proprietor/Partnership Firm/Private or Public Limited Company	
8.	Name and Telephone No.(LL and Mob) of Directors/Partners	
9.	Registration No. under Company's Act 1956	
10.	GST No.	
11.	Licence No. for UP under PSARA Act of UP	
12.	Serial No. of Regn at MoH, Gol Portal	
13.	Licence / Registration number under Contract Labour (R&A) Act 1970	
14.	PAN/TAN No. issued by Income Tax Dept and a copy of previous three years Financial Years' Income Tax Return	
15.	Employees' Provident Fund Account No.	
16.	ESI Code Number	
17.	Regn No. under The Shops and Commercial Establishment Act	
18.	Certificate of Incorporation	
19.	EMD Details (DD No. Bank, Date of Issue)	

<u>Note</u>: Please attach supporting documents, duly attested in support of various responses above.

	Signature
Name: _	

	Designation:
	Company/Firm:
	Address:
	Tele(O):
Date:	Tele(Mob):
	E Mail id:

Annexure – III (Refers to Para 15)

## CRITERIA AND WEIGHTAGE FOR EVALUATION OF TECHNICAL BID

Ser No.	<u>Attribute</u>	<u>Max</u> <u>Marks</u>	<u>Criteria</u>	<u>Marks</u>	Supporting Docs
1.	Duration of Experience(Years) in Security Services	10	For Greater than and equal to 12 Yrs For 8 - 12Yrs For 5 -8 Years	10 8 6	Registration as Security Agency under the PSARA
2.	Turnover from Security Services	10	Above threshold of INR 9 Cr in last 3yrs	Company with Max turnover value gets full marks. The others will get proportionate marks*.	Audited annual Balance sheets/Annual Report/Auditor's Certificate of 3yrs (2020-21; 2021-22; 2022-23). Turnover value of a company shall be capped at INR 100Cr for grading purposes only.
3.	Security Manpower Numbers on Roll	10	Above threshold of 3000 in number	Company with Maximum value gets full marks. The others will get proportionate marks*.	Maximum manpower on roll shall be capped at 6000for grading purposes only. Latest ESIC and EPF Rolls are to be submitted.

Ser No.	<u>Attribute</u>	<u>Max</u> <u>Marks</u>	<u>Criteria</u>	<u>Marks</u>	Supporting Docs
4.	ISO or other Quality Certifications	5		Marks depending on the Qualifications, with the highest Qualification amongst the contesting bidders getting max marks. The others will get proportionate marks*.	Attested Copies of Certificates
5.	Scale of Service (Total number of Guards deployed in Residential Societies)	10	100 or more guards deployed	Company with Maximum value gets full marks. The others will get proportionate marks*.	Certified List of Clients with total of 100or more guards deployed in Residential Complex supported with Work Order/Agreement. Maximum under consideration for marking is 300 guards in residential society.
6.	No. of Residential Societiesserved	10	Five Societies	Company with Maximum value gets full marks. The others will get proportionate marks*.	Certified List of Clients with total of 100or more guards deployed in Residential Complex supported with Work Order/Agreement. Maximum under consideration for marking is 10societies.
7.	Training Centre certification/affiliation	5	Last 5 yrs		Attested Copy of the Certificate/Proof of Affiliation

## \* Proportional marking:-

1. If the Highest value is e.g. For Turnover (Ser 2) is INR 35 Cr in 3yrs then this bidder will be awarded 10 marks. A bidder with turnover of INR 30 Crs will be awarded 30(10/35) = 8.5

2.	Decimal value till first place only will be considered.			
	Date:			

Signature: Name:
Designation:
Company/Firm:
Address:
Tele(O):
Tele(Mob):
F Mail id:

Annexure – IV (Refers to Para 16)

### **FORMAT FOR FINANCIAL BID**

## (Costing Sheet for Security Services, a separate sheet for each of the two options is to be submitted)

Ser No.	Description of Payment	Per Security Guard(Male/Female) (INR)	Per Gunman (INR)	Per Supervisor(Ex AF or CAPF) (INR)	Per Asst Sec Officer (INR)
1.	Basic + Variable DA				
2.	Special Allowance (4 h of Additional Duty, if sheet filled for 8hr shift)				
3.	A = Total of Ser1 and Ser 2				
4.	EPF ( at prevailing Rates)				
5.	ESIC ( at prevailing Rates)				
6.	Uniform				
7.	<b>B</b> = Total of Ser4 to Ser 6				
8.	C= Weekly off/National Holiday				
9.	Total <b>D</b> = A+B+C				
10.	E= Service Charges @ % ( as % of D)				

Ser No.	Description of Payment	Per Security Guard(Male/Female)	Per Gunman (INR)	Per Supervisor(Ex AF or CAPF)	Per Asst Sec Officer
		(INR)		(INR)	(INR)
11.	Total Cost per Unit (F)= D+E				
12.	Bonus @ 8.33% of Ser 1				
13.	GST @ %				
14.	Total Cost per Unit				
	including GST				

	Signature: Name:
	Designation:
	Company/Firm:
	Address:
	Tele(O):
Date:	Tele(Mob):
	E Mail id:

Annexure – V (Refers to Para19)

#### **FORMAT FOR FINANCIAL BID**

# (Costing Sheet for Security Services on the Gates, a separate sheet for each of the two options i.e. 8 and 12 hr is to be submitted)

Ser No.	Description of Payment	Per Security Guard(Male/Female) (INR)	Per Gunman (INR)	Per Supervisor(Ex AF or CAPF) (INR)	Per Asst Sec Officer (INR)
1.	Basic + Variable DA				
2.	Special Allowance (4 h of Additional Duty, if sheet filled for 8hr shift)				
3	Incentive for Gate duties(INR)				
4.	A = Total of Ser1 and Ser3				
5.	EPF (at prevailing Rates)				
6.	ESIC (at prevailing Rates)				
7.	Uniform				
8.	<b>B</b> = Total of Ser 4 to Ser 6				
9	C= Weekly off/National				
	Holiday				
10.	Total <b>D</b> = A+B+C				
11.	E= Service Charges @ % ( as % of D)				

Ser No.	Description of Payment	Per Security	Per Gunman	Per Supervisor(Ex	Per Asst Sec
<u>No.</u>		Guard(Male/Female)	(INR)	AF or CAPF)	Officer
		(INR)		(INR)	(INR)
12.	Total Cost per Unit (F)= D+E				
13.	Bonus @ 8.33% of Ser 1				
14.	GST @ %				
15.	Total Cost per Unit				
	including GST				

	Signature: Name:
	Designation:
	Company/Firm:
	Address:
	<del></del>
	Tele(O):
Date:	Tele(Mob):
	E Mail id:

#### Notes(for Annexure IV and V):

- 1. Charges for patrolling vehicles provided shall be quoted separately.
- 2. Patrolling will also be done using bicycles and there will be no additional charges for the same.
- 3. The rates of the Staff will be as per the minimum wages as revised by the UP Govt. The rates will be provided along with a copy of the latest Govt. Order for the same. The Service charges in INR will remainfixed at the Contracted value for the One year of Contract.
- 4. The above tablesat Annexure IV and Annexure V shall be filled and submitted as part of the Financial Bid for the 2 options, i.e. 3 shifts of 8 hours each and 2 shifts of 12 h each separately (Para 16– 19 refer).
- 5. There will be no other charges payable by the RWA, GVGN.