

**Tender for Providing Security Services (Armed & Unarmed) for The Ahmedabad  
Dist. Co-op. Bank Ltd. (Hereinafter Referred As ADC Bank), Ahmedabad.**

Notification No.: ADCB/SECURITY/2024/003

Dated: 18<sup>th</sup> November 2024

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## 1 Request for Proposal

The Ahmedabad Dist. Co-op. Bank Ltd. invites e-tenders for providing Security Services. Bidders / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop) for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fees and EMD.

Please note that the interested parties will have to access the website <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop) and get themselves registered so as to enable them to participate in the e- Tendering process before due date.

The Bidder has to use two-cover (Technical Bid and Commercial Bid) method through e-Tendering in order to fill up the Tender.

Bidders (authorized signatory) shall submit their offers online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. The Ahmedabad Dist. Co-op. Bank Ltd. shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries, please write to [chief.accountant@adcbank.coop](mailto:chief.accountant@adcbank.coop)

Place: Ahmedabad

Date: 18th November 2024

Sd/-

Authorized Officer

The Ahmedabad Dist. Co-op. Bank Ltd.

## 2 Details of Activities

| S. No | Information   | Details  |
|-------|---|--|
| 1.    | Date of Publication   | 18th November 2024 15.00 Hrs.  |
| 2.    | Download date   | 18th November 2024 15.00 Hrs.  |
| 3.    | Bid submission start date   | 18th November 2024 15.00 Hrs.  |
| 4.    | Pre Bid Meeting Date & time   | 22 <sup>nd</sup> November 2024 15:00 Hrs.  |
| 5.    | Pre Bid Meeting Venue   | Head Office, The Ahmedabad Dist. Co-op. Bank Ltd.,<br>Gandhi Bridge Corner,<br>Opp. Income Tax Office,<br>Ashram Road, Ahmedabad – 380014, Gujarat.  |
| 6.    | Bid Submission End date & time  | 30 <sup>th</sup> November 2024 15:00 Hrs.  |
| 7.    | Technical Bid Opening Date & Time   | 02 <sup>nd</sup> December 2024 15:30 Hrs.  |
| 8.    | Commercial Bid Opening Date & Time  | Will be informed later   |
| 9.    | Document fee (Non Refundable)   | Rs.2,000/- (INR Two Thousand Only) + GST to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without tender fee will be rejected. However, the Bid Fee will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming exemption:<br>Bank: The Ahmedabad Dist. Co-op. Bank Ltd.<br>Account Name : SUNDRY CRERS ACCOUNTS<br>Account No: 95092005551<br>IFSC:GSCB0ADC001 |
| 10.   | EMD   | Rs.1,00,000/- (INR One Lakhs Only) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without EMD will be rejected. However, the EMD will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming exemption:<br>Bank: The Ahmedabad Dist. Co-op. Bank Ltd.<br>Account Name : SUNDRY CRERS ACCOUNTS<br>Account No: 95092005551<br>IFSC:GSCB0ADC001                  |
| 11.   | The Proposal should be filled in by the Bidder in English language only.  |  |
| 12.   | The bidder should quote price in Indian Rupees only. The offered price must be as per the Price Bid mentioned in the RFP. |  |
| 13.   | No Consortium is allowed.   |  |
| 14.   | Proposals/ Bids must remain valid for 365 days from the date of opening of Commercial Bid.                                |  |
| 15.   | Bid Evaluation Method – Quality and Cost Based Selection (QCBS)   |  |

### 3 Instruction to Bidders

#### 3.1 General

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by The Ahmedabad Dist. Co-op. Bank Ltd. on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Ahmedabad Dist. Co-op. Bank Ltd. Any notification of preferred bidder status by The Ahmedabad Dist. Co-op. Bank Ltd. shall not give rise to any enforceable rights by the Bidder. The Ahmedabad Dist. Co-op. Bank Ltd. may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of The Ahmedabad Dist. Co-op. Bank Ltd.

#### 3.2 Compliant Proposals/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements set out in this RFP may render the proposal noncompliant and the proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c. Comply with all requirements as set out within this RFP.

#### 3.3 Pre-bid Meeting and Clarifications

1. Pre-bid Meeting
  - a. The Ahmedabad Dist. Co-op. Bank Ltd. may hold a pre-bid meeting with the prospective bidders through physical mode and bidders are requested to submit their pre-bid queries by 22<sup>nd</sup> November 2024 15:00 hours by email at [chief.accountant@adcbank.coop](mailto:chief.accountant@adcbank.coop)
  - b. The bidders will have to ensure that their queries (if any) for pre-bid meeting should reach to The Ahmedabad Dist. Co-op. Bank Ltd. only by email on [chief.accountant@adcbank.coop](mailto:chief.accountant@adcbank.coop) by the given date
  - c. The queries should necessarily be submitted in following format (soft copy in MS Excel file to be attached)

| S.N. | RFP Document Reference<br>(Section & Page Number) | Content of RFP requiring<br>clarification | Points of Clarification |
|------|---|---|-------------------------|
|      |   |   |                         |

- d. The Ahmedabad Dist. Co-op. Bank Ltd. shall not be responsible for ensuring receipt of the bidder's queries. Any request for clarification posts the indicated date and time shall not be entertained by The Ahmedabad Dist. Co-op. Bank Ltd.
- e. The Ahmedabad Dist. Co-op. Bank Ltd. will not respond to individual pre – bid queries. All the queries will be discussed internally by ADC Bank and any clarifications / changes will be communicated through the release of Corrigendum only.
- f. Bidders shall not communicate with ADC Bank to inquire about status of any query raised by them.

## 2. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, The Ahmedabad Dist. Co-op. Bank Ltd. may for any reason whether at its initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- b. Any such corrigendum shall be deemed to be incorporated into the RFP. In order to provide prospective bidders reasonable time for taking the corrigendum in account, The Ahmedabad Dist. Co-op. Bank Ltd. may, at its discretion, extend the last date for the receipt of proposal.

### 3.4 Key Requirements of the Bid:

#### 1. Right to Terminate the Process

- a. The Ahmedabad Dist. Co-op. Bank Ltd. may terminate the RFP process at any time and without assigning any reason. The Ahmedabad Dist. Co-op. Bank Ltd. makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by The Ahmedabad Dist. Co-op. Bank Ltd. The bidder's participation in this process may result in The Ahmedabad Dist. Co-op. Bank Ltd. selecting the bidder to engage towards execution of the contract.

#### 2. RFP Document Fees

RFP document can be downloaded from <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop). Bidders are required to deposit the document Fee of ₹2,000/- (Rupees Two Thousand only) + GST in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Scanned copy of the proof of online credit is to be uploaded on <https://tender.nprocure.com> along with the bid. Proposals received without or with inadequate RFP document fees shall be rejected.

#### Bank Account Details

Bank: The Ahmedabad Dist. Co-op. Bank Ltd.

Title of Account: SUNDRY CRERS ACCOUNTS

Account No: 95092005551

IFSC:GSCB0ADC001

#### 3. Earnest Money Deposit (EMD)

Bidders are required to deposit the Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakhs only) in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Proposals received without or with inadequate EMD shall be rejected. EMD will be refunded within 30 days of completion of the tendering process.

#### Bank Account Details:

Bank: The Ahmedabad Dist. Co-op. Bank Ltd.

Title of Account: SUNDRY CRERS ACCOUNTS

A/c Account Number: 95092005551

IFSC Code: GSCB0ADC001

#### 4. Method of Submission of Bids

- a) The two-bid cover system shall be followed. Technical and Commercial Bids shall be uploaded separately through the e-Tendering mode <https://tender.nprocure.com>. Please Note that

Prices shall not be indicated in the Technical Proposal but shall only be indicated in the Commercial Proposal.

- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents/index with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) All pages of the bid shall be signed and stamped by the authorized person.
- d) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by The Ahmedabad Dist. Co-op. Bank Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Ahmedabad Dist. Co-op. Bank Ltd. will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- e) The offer submitted by the bidders should be valid for minimum period of 365 days from the date of submission of bid.
- f) Hard copy of Technical Bid with all the relevant documents as per the mention in tender RFP, need to submit on or before 30<sup>th</sup> November 2024 15:00 Hrs. at the ADC Bank, Head Office, Ahmedabad.

#### **4. Bid Evaluation Process**

##### **4.1 Eligible Bidders**

1. This Invitation for Bids is open to the Firms (Private Limited Company/ Agency/ Public Limited Company/ any another Company/ LLP) incorporated/registered under relevant Act in India.
2. The Bidder(s) has to comply the Pre-Qualification Criteria mentioned in Section 4.3
3. All participating Bidders are required to register in the e-procurement portal <https://tender.nprocure.com>. The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm.
4. The Ahmedabad Dist. Co-op. Bank Ltd. may disqualify or terminate the Contract at any stage if the Bidder has made untrue and false representation in the forms, statements and attachments submitted in the proof of the qualification requirement and/or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion or financial failure, litigation history, etc.
5. ADC Bank reserves the right to disqualify a bid if it is found that bidder has quoted unfeasible and unreasonably low prices or exorbitantly high prices.
6. If proceedings for suspension or cancellation of registration or for blacklisting due to poor performance by the Bidder has been started by any Department/ Undertaking of Government of any State or UT/ Government of India against the Bidder before the issue date of this Bid Document and the same is subsisting on the last date of submission of bid, the Bidder cannot participate in bidding process.
7. A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - They have controlling partner in common; or

- They receive or have received any direct or indirect subsidy from any of them; or
- They have the same legal representative for purposes of this bid; or
- They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of The Ahmedabad Dist. Co-op. Bank Ltd regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the same Sub System Integrator in more than one bid; or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- A Bidder, or any of its affiliates has been hired (or proposed to be hired) by The Ahmedabad Dist. Co-op. Bank Ltd for the contract.

#### 4.2 Criteria for Bid Evaluation

A three-stage procedure will be adopted for evaluation of proposals as follows:

- Pre - Qualification or Eligibility Criteria
- Technical Evaluation Criteria – minimum 60% cut off marks for qualification
- Commercial bid opening and final evaluation based on Quality cum Cost Based System (QCBS) Evaluation at 70:30 ratios (Technical 70% and Commercial 30%).

#### 4.3 Pre-Qualification Criteria

**The Bidder shall have to fulfil following Pre-Qualification Criteria.**

| Sr. No. | List of Documents  | Supporting documents   |
|---------|--|--|
| 1       | The bidder should be a company in the form of Private Limited Company/ Agency/ Properties Firm/ Public Limited Company/ any another Company/ LLP Company registered under Indian Company's Act 1956 and/or any amendment in existence for last five years from the date of publishing of this RFP. | Incorporation/ Registration certificate(s) should be furnished as documentary proof.   |
| 2       | Security Agency Registration with Gujarat Govt. under PSAR Act.  | Copy of relevant certificates must be enclosed.  |
| 3       | Bidder's Average Annual Financial Turnover during the last 3 financial years (FY 2021-22, FY 2022-23, FY 2023-24), ending 31st March of 2024 should be at least Rs. 2 Crores.<br>Net worth should be positive as on 31st March of 2024.  | Copy of Audited Balance Sheet of last three financial years (FY21-22, FY 22-23, FY 23-24) CA certificate with ink signed/stamp must be enclosed. |
| 4       | The Bidder should have the experience of completion of similar works in any of the Banking as follows:<br>Three similar completed works costing not less than Rs. 20,00,000/- (please indicate the amount equal to 40% of the estimated cost);<br><b>or</b>  | The bidder should attach self-attested copies of work order.   |



|   |  |  |
|---|--|--|
|   | Two similar completed works costing not less than Rs. 25,00,000/- (please indicate the amount equal to 50% of the estimated cost);<br><br><b>or</b><br>One similar completed work costing not less than Rs. 40,00,000/- (please indicate the amount equal to 80% of the estimated cost). |  |
| 5 | The Bidder should not have been Blacklisted by any State / Central Government organization or PSU or any Private Bank or any Co-op. Bank or any organization in India at the time of bid submission.   | An undertaking must be submitted by the bidders. |
| 6 | The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid).  | Bidder should provide all valid documents.       |
| 7 | The bidder must have office in Gujarat (preferable Ahmedabad)  | Evidence to be provided                          |

#### 4.4 Evaluation and Comparison of Substantially Responsive Bids

##### 1. Technical:

- a. Technical Bids of only those bidders who meet the “Pre-Qualification” criteria shall be considered for Technical Evaluation.
- b. Bidders who have been qualified under “Pre-Qualification” criteria will be invited to provide Technical Presentation of the proposed solution.
- c. The date, time and venue for such Technical Presentation shall be intimated through e-mail to such bidders by the Authority in advance.
- d. The mode of technical presentation would be in person only.
- e. The technical evaluation shall be done by “Bid Evaluation Committee” formed by The Ahmedabad Dist. Co-op. Bank Ltd. for this purpose. In case of any discrepancy or dispute among the members of “Bid Evaluation Committee”, the decision of Chief Executive Officer of The Ahmedabad Dist. Co-op. Bank Ltd. shall be final and binding for all. Chief Executive Officer of The Ahmedabad Dist. Co-op. Bank Ltd. shall nominate remaining members of the “Bid Evaluation Committee”.

**The Technical Bids will be evaluated using the following criteria:**

| <b>Sr. No.</b> | <b>Technical Parameters for Evaluation</b>   | <b>Max score</b> | <b>Supporting Documents</b>   |
|----------------|--|------------------|---|
| 1.             | The bidder's average turnover criteria for last 3 financial years <ul style="list-style-type: none"> <li>• INR 2 Crores to 4 Crores – 05 Marks</li> <li>• More than INR 4 Crores – 10 Marks</li> </ul>   | 10               | a. Copies of audited balance sheets of last 3 financial years<br>b. CA certificate. |
| 2.             | The Bidder should have the experience of completion of similar works in any of the Banking as follows:<br>Three similar completed works costing not less than Rs.20,00,000/- (please indicate the amount equal to 40% of the estimated cost); - 04 Marks<br>or<br>Two similar completed works costing not less than Rs.25,00,000/- (please indicate the amount equal to 50% of the estimated cost); - 08 Marks<br>or<br>One similar completed work costing not less than Rs.40,00,000/- (please indicate the amount equal to 80% of the estimated cost).- 10 Marks | 10               | Copies of Work Orders/ Agreements   |
| 3.             | Number of years of Experience in Security services: <ul style="list-style-type: none"> <li>• Years &gt; 10 years 10 marks</li> <li>• Years &lt; 10 years 05 mark</li> </ul>  | 10               | Copies of Work Orders/ Agreements   |
| 4.             | Experience with number of organizations (Banks/ PSUs including industries/ Govt. organizations/ NBFC) in last 5 years as on 31 <sup>st</sup> 2024. <ul style="list-style-type: none"> <li>• Organizations &gt; 03 - 10 marks</li> <li>• Organizations &lt; 03 - 05 marks</li> </ul>  | 10               | Copies of the valid certificates  |
| 5.             | Satisfactory performance certificates from Two different existing clients <ul style="list-style-type: none"> <li>• 02 certificates 10 marks</li> <li>• 01 certificate 05 marks</li> </ul>  | 10               | Self-Declaration  |
| 6.             | Presentation: Understanding of tendered work & showing the methodology of work plan  | 25               |   |
| 7.             | PSARA License  | 10               | Copy of valid license   |
| 8.             | Training Centre<br>Own – 10 marks<br>Tie up – 05 marks   | 10               | Proof of existence of training centre/ tie up should be provided.                   |
| 9.             | Area of operation in Ahmedabad   | 05               |   |
|                | <b>TOTAL MARKS</b>   | <b>100</b>       |   |

## 2. Opening & Comparison of Commercial Bids

- a. Only those bidders, who have scored at least 60% marks in technical bid evaluation process shall be declared as “Technically Qualified Bidders”.
- b. The Commercial Bids of only “Technically Qualified Bidders” will be opened. The decision of The Ahmedabad Dist. Co-op. Bank Ltd. in this regard shall be final.
- c. Before opening of the commercial bids technical marks shall be declared in the presence of Bidder’s representatives.
- d. The Commercial Bids will be opened, in the presence of Bidder’s representatives (Maximum two for each bidder). Attendance for Commercial Bids opening is not mandatory for the bidders. The bidder’s representatives who are present shall sign a register evidencing their attendance.
- e. The Bidders are required to quote for all the items as mentioned in the Commercial Bid. Therefore, any Bid which does not quote for all the items will be determined to be non-responsive and will be rejected.
- f. The evaluation committee will evaluate each of the technical qualified bids on the basis of QCBS Method. The weightage of the technical and commercial parameters will be in the ratio of 70:30 respectively.

For calculation of the combined Technical and Price Score of all bidders, following formula will be used:

- i. Technical Score (TS): Each Technical bid will be assigned a Technical Score out of a maximum of 100 points. The bidder with highest Technical Score (Tmax) will be awarded 100% score. Technical Scores for other bidders will be evaluated using the following Formula  
$$\text{Technical Score (TS)} = (\text{Technical Score of the Bidder} / \text{Tmax}) \times 100$$
- ii. Commercial Score (CS): The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with lowest Commercial Quote (L1) will be awarded 100% score.  
Commercial Scores for other bidders will be evaluated using the following Formula:  
$$\text{Commercial Score (CS)} = (\text{Commercial Quote of L1} / \text{Commercial Quote of the Bidder}) \times 100$$
- iii. Final Total Score (FS): For every Bidder the Final Total Score (FS) will be calculated using the formula  
$$\text{Final Total Score (FS)} = 0.7 \times \text{TS} + 0.3 \times \text{CS},$$
- g. Bidder scoring highest “Total Score” as per above formula, will be considered as the “Successful Bidder” for award of the contract.
- h. In case of a Tie during evaluation process, the bidder having higher technical marks shall be considered as the Successful Bidder. In case of tie for both technical marks and commercials, both the bidders will be called for negotiations by The Ahmedabad Dist. Co-op. Bank Ltd. and the bidder offering higher rebate shall be awarded the LOI.
- i. Evaluation committee’s decision will be final and binding for all bidders.

## **5. Selection of Agency /Service Provider**

### **5.1 Award Criteria**

The Ahmedabad Dist. Co-op. Bank Ltd. will award the Contract to the bidder scoring highest "Total Score".

### **5.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)**

The Ahmedabad Dist. Co-op. Bank Ltd. reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals 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 such action.

### **5.3 Other Terms and Conditions**

Without incurring any liability, whatsoever to the affected bidder or bidders, The Ahmedabad Dist. Co-op. Bank Ltd. reserves the right to:

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Remove any of the items at the time of placement of order.
5. Increase or decrease no. of quantity supplied under this project.
6. Should The Ahmedabad Dist. Co-op. Bank Ltd. be unsuccessful in negotiating a contract with the selected bidder, The Ahmedabad Dist. Co-op. Bank Ltd. will begin contract negotiations with the next best value bidder in order to serve the best interest.
7. Make typographical correction or correct computational errors to proposals
8. Request bidders to clarify their proposal.

### **5.4 Notification of Award**

Prior to the expiry of the validity period, The Ahmedabad Dist. Co-op. Bank Ltd. will notify the successful bidder in writing or by email (in shape of issuing Letter of Intent), that its proposal has been accepted.

In case the tendering process has not been completed within the stipulated period, The Ahmedabad Dist. Co-op. Bank Ltd. may like to request the bidders to extend the validity period of the bid.

### **5.5 Signing of Contract**

After The Ahmedabad Dist. Co-op. Bank Ltd. notifies the successful bidder that its proposal has been accepted, The Ahmedabad Dist. Co-op. Bank Ltd. shall issue work orders and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigena, the proposal of the bidder in addition to other agreed clauses.

### **5.6 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the terms & conditions of the RFP and the proposal submitted by the successful bidder, shall constitute sufficient grounds for the annulment of the award, in which event The Ahmedabad Dist. Co-op. Bank Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, The Ahmedabad Dist. Co-op. Bank Ltd. shall invoke the EMD as the case may be.

## 6 TERMS OF REFERENCE

### 6.1 INTRODUCTION & SCOPE OF WORK:

- **Introduction**
- The Ahmedabad Dist. Co-op. Bank Ltd., is a DCCB Bank (registered under the Co-op. Societies Act 1961) having requisite Banking License with Head Office located in Ahmedabad. As an DCCB bank ADC Bank serves the credit & financial needs of nearly 1,45,000 farmers of 579 PACS. ADC bank provides retail banking services to more than 9,50,000 people through a network of 208 branches in Gujarat. ADC Bank is committed to rural and agriculture development through its vast network of Ahmedabad, Gandhinagar and Botad District.
- **Scope of work**
  - a. The Bidder has to provide/ deploy 09 gunman and 08 guards (for various hours shift) at various points in the ADC Bank Head Office and Branches Campus as detailed below:

| LOCATION                   | 24 HOURS<br>(3*8 HRS SHIFT) |       | 8 HOURS<br>(1*8 HRS SHIFT) |       |
|----------------------------|-----------------------------|-------|----------------------------|-------|
|                            | GUN MEN                     | GUARD | GUN MEN                    | GUARD |
| ASHRAM ROAD<br>HEAD OFFICE | 1                           | 3     | 4                          | 4     |
| KHET BHAVAN<br>AHMEDABAD   | --                          | 1     | --                         | --    |
| DAHEGAM BRANCH             | 1                           | --    | --                         | --    |
| DHANDHUKA<br>BRANCH        | 1                           | --    | --                         | --    |
| VIRAMGAM BRANCH            | 1                           | --    | --                         | --    |
| BAVLA BRANCH               | 1                           | --    | --                         | --    |

\* The number of persons may increase/decrease as per the requirement of the ADC Bank.

- **DUTIES & RESPONSIBILITIES**

This document serves to clarify the responsibilities with regard to the Security Guarding Services that the Security Agency will provide to the ADC BANK

- **DEFINITIONS:**

As used in this document, the following terms will have the following meanings. Capitalized terms not defined in this document will have the meaning assigned in the tender documents elsewhere.

“Security Guard” means the employee of the Security Agency providing Security Guarding Services at the ADC BANK Sites.

“Security Agency” means the Security Agency engaged by the ADC BANK to provide Security Guarding Services to the ADC BANK.

“Customer” means the customer of the ADC BANK.

SCOPE: The Security Agency will provide Security Guarding Services to the ADC BANK where the Security Guard shall be based at the Sites advised by the ADC BANK. Commute to Ahmedabad, Gandhinagar and Botad District located 208 branches for cash transfer and loading includes part of duties of Armed Gunman. No extra payment shall be made for the same by the Bank. The Security Agency shall be responsible for managing the Security Guarding Service and ensuring the presence and performance of duties of the Security Guard at the Sites. The Security Agency has the right to transfer/ rotate/ remove/ replace all or any of the Security Guards from the Sites/ locations at any point of time with prior intimation to the ADC BANK after ensuring that replacement is provided. The ADC BANK may also require the Security Agency to Transfer/ rotate/ remove/ replace all or any of the Security Guard from the Site locations at any point of time.

• **The Armed guard shall:**

- a. Exercise strict alertness/vigil in order to protect Bank's and loss to the assets of the Bank against burglary/ theft/ robbery etc.
- b. Ensure proper flow of Staff & visitors and preventing entry of unauthorized persons in the premises.
- c. Ensure entry/ exit of the authorised property/ articles only through the Bank's procedure only.
- d. Round the clock patrolling of specified area/ Bank's premises.
- e. Access control, checking and parking of vehicles.
- f. Respond to the alarms and calls of distress and fire fighting in case of emergency.
- g. Necessary coordination with the Police Beat Patrolling etc.
- h. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System.
- i. Any other duty assigned by the Bank.

• **The Unarmed Guard (Security Guard) shall:**

- a. Be available at the Site as per prior agreement with the ADC BANK.
- b. Be uniformed with proper authorization/ identification badges/ identity card of the Security Agency. The Security Agency will give prior notification to the ADC BANK authorized official about the Security Guard posted at a particular Site;
- c. Maintain discreet internal surveillance of the Site;
- d. During duty hours, the security Guards will not engage themselves in any activity that is not in the interest of the ADC BANK. If any Security Guard indulges in activities detrimental to the interest of the ADC BANK, the ADC BANK may bar him from duty in any site of the Bank. The decision of the ADC BANK in this regard will be binding on the security guarding Security Agency;
- e. Escalate problems of any kind to the ADC BANK concerned. The Security Guard will maintain a suitable register for recording details of such reports made including persons called etc.;
- f. In case of fire, he should try to extinguish it with the Portable Fire Extinguisher at the site.

If it is beyond his control, he should call Fire Brigade, Police and also inform Bank officials;

- g. Ensure entry/ exit of the authorised property/ articles only through the Bank's defined procedure only. Prevent theft/ damage of Bank's property from the site.
- h. Exercise alertness and strict vigil in order to protect the property and assets of the Bank from damage/ loss due to destruction, snatching, hold up, pilferage, sabotage, burglary & theft etc.
- i. Round the clock patrolling of scheduled specified area.
- j. Have the contact numbers of the local designated officials of the Security Guarding Security Agency;
- k. They should prevent use of the premises by squatters, hawkers or undesirable persons;
- l. Ensure proper flow of Staff & visitors and they should prevent misuse of the premises by antisocial elements or any such activities.
- m. Ensure proper parking in the area.
- n. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System.
- o. Any other duty assigned by the Bank.

- **Employees of Security Agency:**

The Security Guards engaged by the Security Agency shall be the employees of the Security Agency, and in no event the said Security Guards shall be deemed to be the employee of the ADC BANK. The ADC BANK is not responsible/ liable to the said Security Guards and payment of salary, allowances and any other amount shall be the responsibility of the Security Agency only. The Security Agency shall ensure that the requisite payment including salary, provident fund, gratuity and pension, if any, will be paid by the Security Agency and no liability of any kind whatsoever towards the said Security Agency shall devolve upon the ADC BANK. The Security Agency hereby indemnifies the ADC BANK and agrees to keep the ADC BANK indemnified against all losses, damages, expenses and claims which the ADC BANK may suffer/ incur or which may be made against the ADC BANK in respect of the services provided by the said Security Agency.

## **6.2 WORK ORDER**

On the basis of financial and technical evaluation by the ADC Bank of the qualified bidders contract shall be awarded.

The work must commence within a week of the signing of the Contract. The Decision of the ADC Bank in matters relating to award of contract shall be final and binding.

## **6.3 RESPONSIBILITIES OF THE CONTRACTOR**

1. Strict compliance of the terms and conditions of this document. The staff employed by the contractors shall be subject to inspection by the authorized officers of the ADC BANK, Ahmedabad.

2. The contractor shall make payments to its employees in strict observance of Minimum Wages Act. Any failure on the part of the contractor in this regard will entail termination of the contract and forfeiture of the security Deposits in addition to other penal action as per law.
3. The contractor shall maintain an attendance log book to ensure that adequate persons are present on duty.
4. The logbook maintained by the Contractor shall be shown to the authorized officers of the ADC BANK, Head Office daily in the morning and at any other time on demand.
5. The contractor shall supervise and ensure that all the jobs and complaints are attended personally.
6. Contractor shall take care of any complaints regarding unsatisfactory jobs and shall, in addition, attend to any other job assigned by the authorized officers of the ADC BANK, Ahmedabad.
7. The contractor shall be responsible for the discipline of its personnel deployed at the ADC BANK, Head Office and Branches premises. Any failure in this regard will be viewed as breach of contract leading to forfeiture of security Deposits and other action, as deemed fit by The ADC BANK, Ahmedabad.
8. The contractor shall ensure that property of the ADC BANK, Ahmedabad is not damaged due to negligence of contractor's employee while on duty at the ADC BANK. In case of any damage, the contractors shall be responsible to make payment for the losses;
9. The contractor shall deal and settle the matters connected with service matters.
10. Terms and conditions of its employees etc., and shall make sure that no labour problem is passed on to the ADC BANK, Ahmedabad under any circumstances. All precautions shall be taken by the Contractor to ensure that no liability on account of its personnel deployed to serve the ADC BANK, Ahmedabad is in any condition passed on to the ADC BANK, Ahmedabad.
11. The contractor shall ensure that the staff employed by them is well mannered, well trained in the Security services and possess good conduct. Physical and medical fitness of the personnel for the job shall also be ensured.
12. The contractor shall provide uniform to each of its staff members with Identity Card and ensure that they are properly attired including dress, shoes, I-card etc. the ADC BANK, Ahmedabad shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at the ADC BANK, Ahmedabad.
13. The contractor shall submit character verification of the workers deployed at ADC BANK, Ahmedabad from the Police Authorities upon award of contract.
14. The contractor should indemnify the ADC BANK, Ahmedabad at all times against all claims, damages or compensation under provisions of payment Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen compensation Act, 1923; Industrial Disputes Act, 1947; The Maternity Benefit Act, 1961; Gujarat Shops and Essential Commodities Act including any amendments to the said acts or any other law relating to such contracts made hereunder from time to time by Central or State



Governments or any other Authorities. ADC BANK, Ahmedabad shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.

15. The contractor/ service provider shall appoint a controlling officer/ coordinator to ensure coordination between the ADC Bank and the contractor/ service provider.
16. The contractor should make adequate inquiries about the character and antecedents of the persons whom they will be deploying. The contractor shall verify and submit the details, if any, including Police records/ cases are pending against them.
17. The character and antecedents of each personnel of the contractor shall be verified by the contractor before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, pervious work experience proof of residence and recent photograph and a certification to this effect submitted to the ADC Bank.
18. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of the medical fitness.
19. The contractor has to provide Photo identify Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately to the ADC Bank.
20. The contractor's personnel working in ADC Bank should be polite; cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the ADC Bank.
21. The contractor shall be responsible for any act of indiscipline on the part of persons deployed. The contractor shall not appoint/sublet any sub company/agency to carry out any obligation under the contract.
22. The contractor will replace any of its personnel immediately, if they are found unacceptable to the ADC Bank for any reasons including, security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the ADC Bank.
23. It is the responsibility of the contractor to comply with prevailing rules and regulations in respect of hiring and supplying manpower as per state Govt. Rules & Regulations.
24. The ADC Bank shall not be liable for any loss, damage, theft, burglary, robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.
25. The contractor's personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how of Security arrangements and administrative/ organizational matters as all are of confidential/ secret nature that can attract legal action against the contractor.
26. The persons deputed by the Contractor for the said purpose shall be within the age of 18 to 55 years, they shall work cordially in cooperation with the employees of ADC Bank.
27. The contractor's personnel or their legal heirs under no circumstances shall claim any benefit/ compensation/ absorption/ regularization of services in the ADC Bank under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970 or any other Act of the Central/State Government. Undertaking from the

- person(s) to this effect will be required to be submitted by the contractor to the ADC Bank.
28. The contractor shall ensure proper conduct of personnel deployed in office premises and ensure, enforce prohibition of consumption of alcoholic drinks, pan, smoking, interaction with media, loitering without work and will be required to comply with the Regulations/notices/circulars issued by the ADC Bank from time to time.
  29. The contractor shall engage the necessary personnel as required by the ADC Bank from time to time. The personnel engaged by the contractor shall be employee of the contractor and it shall be the duty of the contractor to pay their salary every month in time. There is no Master and Servant relationship between the employees of the services provider and the ADC Bank. Further the said person(s) of the contractor shall not claim any benefit from the ADC Bank. Also the contractor shall not stop the payment of salary to the engaged personnel on account of delays attributed to the ADC Bank, if any.
  30. The Contractor will submit the bills in triplicate in the 1st week of every month for payment to the ADC BANK. The payment will be made after necessary deduction in terms of non-permissible absence of the personnel including penalty if any. The contractor shall pass on all the statutory charges (i.e., PF, ESI, Bonus, LWF, Leave, etc.) including minimum basic wages and such other benefits paid by the ADC Bank directly to the persons deployed, on monthly basis.
  31. The transportation, food, medical and any other statutory requirement under the various Act/Govt. Regulations in respect of each personnel of the contractor will be the responsibility of the service provider. This shall include payment of PF, ESI and Service Tax etc. The service provider shall have to furnish the details of every such payments deposited to the respective authorities including PF, ESI etc. in respect of deployed personnel in the ADC Bank every month prior to the bills submitted for the reimbursements of the actual charges for the services rendered during the month.
  32. The contractor shall have to pay the wages and salaries to the personnel deployed in their respective bank accounts.
  33. Reporting hours including working hours of such personnel deployed will be as per the requirements of the ADC Bank.
  34. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the ADC Bank.
  35. The contractor shall provide a substitute to the ADC Bank well in advance if there is any probability of the person leaving the job due to any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor.
  36. The Departments concerned and office of the ADC Bank will certify the performance and attendance of manpower and issue a certificate of satisfactory services of manpower duly signed by the concerned official. This certificate has to be enclosed with the bills every month to the ADC Bank.
  37. Payments to the contractors would be strictly on certification, by the office with which he/she is attached, that his services were satisfactory and attendance as per the bill

forwarded by the contractor.

38. In case of any accident to the personnel employed by the contractor/ agency during the 24 Hours, the contractor/agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the ADC BANK shall not be liable for any payment of such kind. The contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The contractor shall be responsible for the safety and security of the Personnel deployed for duty in the office.
39. The contractor, controlling officer shall be contactable all the time and message(s) sent by E-Mail/ WhatsApp/ Phone/ Mobile Phone from the ADC Bank Office to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall ensure every day that the minimum manpower has been complied with.
40. The Successful Security Agency shall provide Security services on all week days including on all working days, holidays.
41. In the event of any Security personnel being on leave or absent, the Successful Security Agency should ensure suitable alternative arrangements to make up for such absence.
42. The Successful Security Agency shall ensure that the entire staff deployed by it is highly disciplined, maintain punctuality and refrain from any arguments or disputes with the employees, public or their attendants.

#### **6.4 VALIDITY, EXTENSION AND TERMINATION OF AGREEMENT:**

1. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 3 months. The Bank may extend the contract period of said service for one more year on the basis of performance and mutual agreement.
2. The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).

#### **6.5 TERMINATION:**

1. Bank shall have option to terminate/ cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order, if Bidder :
  - a. breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
  - b. failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or
  - c. the progress regarding execution of the contract/ services rendered by the Contractor is not as per the prescribed time line, and found to be unsatisfactory; or
  - d. supply of substandard materials/ services; or
  - e. delay in delivery/ installation/ commissioning of services; or
  - f. If deductions of penalty exceeds more than 5% of the total contract price.

2. If Bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case The Ahmedabad Dist. co-op. Bank Ltd reserves the right to get the balance contract executed by another party of its choice. In this event, the Contractor shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new Contractor and for execution of the balance of the contract.
3. Sub-letting/sub-contracting is not permitted. That on the expiry of the agreement as mentioned above the agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

#### **6.6 RATES**

1. The rates offered by the Bidder shall be inclusive of all Govt. Taxes/ Levies, statutory contributions, cesses, insurance etc. or any other taxes that may be imposed by any authority in future, which are to be settled and born on equitable basis by the Successful Bidder without any liability on ADC BANK, Ahmedabad.
2. The stamp duty and registration charges will be borne by the contractor.
3. All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.

#### **6.7 PENALTIES:**

1. The Contractor will attract a penalty of an amount of ₹ 500/- per day in case a person fails to carry out the Security services due to his absence or any other reason which shall be recovered from the bills or otherwise.
2. The Contractor would ensure that all its personnel deployed under contract behave courteously and decently with the employees/ officers of the Office.
3. In the event of failure in maintaining the Security services on any day up to desired standards, in part or full, the Contractor is liable for penalty @ ₹ 500/- per day, which shall be recovered from the bills or otherwise.
4. In case of one or more of the Security Guards not performing the services as stated herein above, the ADC Bank shall be entitled to levy following penalty.
  - a. In case any of the Security Agency's personnel deployed under the contract is(are) absent, a penalty equal to double the wages of the number of guards absent on that particular day shall be levied by the ADC Bank and the same shall be deducted from the Security Agency's bills.
  - b. In case of unavoidable circumstances, if the delay in reporting of new shift man occurs the previous one will continue until the new man reports & the Security Agency shall be liable to pay the previous man an additional sum in accordance with the law at their cost.
  - c. In case any public complaint is received attributable to misconduct/ misbehavior of the Security Agency's personal, a penalty of Rs.1,000/- for each incident shall be levied and same shall be deducted from the Security Agency's bill. Further, the Security Agency's personnel concerned shall be removed by the Security Agency from the ADC Bank immediately.

- d. In case the Security Agency fails to commence/ execute the work as stipulated in the agreement or performance is unsatisfactory or does not meet the statutory requirements of the contract, the ADC Bank reserves the right to impose the penalty as detailed below:-
  - i. 20% of monthly cost of order/agreement per week, up to four weeks delays.
  - ii. After four weeks delay, the ADC Bank reserves the right to cancel the contract and get this job carried out preferably from other successful bidder agreeing to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Security Agency. Further, the Security Agency shall also be black listed for a period of 5 years from participating in such type of tenders and the earnest money/security deposit may also be forfeited, if so warranted.
- e. If any of the Security Agency's personnel deployed under the contract is (are) found sleeping while on duty, a penalty of Rs. 500/- per incident shall be levied and the same shall be deducted from the Security Agency's bills.
- f. For any failure in communicating incident report to the ADC Bank, as applicable, and exceeding one hour from the incident, a penalty of Rs.500/- per incident shall be levied and the same shall be deducted from the Security Agency's bills.

#### **6.8 RECOVERY OF SUM DUE:**

As per the service contract entered between The ADC BANK, Ahmedabad and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, The ADC BANK, Ahmedabad shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

#### **6.9 INTERPRETATION:**

In the event of any difference in the interpretation of any of the clauses of the service contract and/or the Tender documents, the clarification given by The ADC Bank, Ahmedabad shall be final and binding on the parties.

#### **6.10 SETTLEMENT OF DISPUTES:**

In case of any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, application, meaning scope of operation or effect of the service contract or the validity of the breach thereof, both the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then the matter shall be referred for settlement to The Chief Executive Officer (Administration), The ADC Bank, Ahmedabad and the award made in pursuance thereof shall be binding on the Bidder. In case, if the Bidder is not satisfied with the decision of The Chief Executive Officer (Administration), The ADC BANK, Ahmedabad any dispute whatsoever shall be subject to the jurisdiction of Ahmedabad Courts only.

#### **6.11 THE AHMEDABAD DIST. CO-OP BANK LTD RESERVES THE RIGHT TO:**

1. Reject any and all responses received in response to the RFP.
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery.

3. Extend the time for submission of all proposals.
4. Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
5. Select the next most responsive Bidder if negotiations with the Bidder of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
7. Cancel the RFP/ Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof.
9. Modify the quantity or any specifications related to eligibility or technicalities.
10. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

**6.12 DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, The Ahmedabad Dist. co-op. Bank Ltd and its Directors, Officers, Employees, Contractors, Representatives, Agents, and Advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of The Ahmedabad Dist. co-op. Bank Ltd or any of its Directors, Officers, Employees, Contractors, Representatives, Agents, or Advisers.

**6.13 INFORMATION CONFIDENTIALITY:**

This document is meant for the specific use by the Company/ person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. The Ahmedabad Dist. co-op. Bank Ltd expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

**6.14 FORCE MAJEURE:**

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics,

quarantine restrictions, strikes, lockouts, or acts of God, the vendor shall within a week from the commencement thereof, notify the same in writing to ADC BANK with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any other clause of this contract prior to such termination. If the ADC Bank is closed due to the lockdown notification issued by the Central/State Government due to increase in Covid-19 cases or any other pandemic circumstances or any other reasons, the ADC Bank reserve the rights to availing services from the contractor (or) avail the services with less number of manpower.

## 7 VARIOUS FORMATS

### 7.1 Annexure: I

#### PROFORMA FOR TECHNICAL BID

TECHNICAL/ QUALIFYING BID FORM FOR TENDER OF "THE AHMEDABAD DIST. CO. OP. BANK LTD." SECURITY SERVICES OF HEAD OFFICE ASHRAM ROAD, AHMEDABAD.

|    |   |  |
|----|---|--|
| 1  | NAME OF THE CONTRACTOR/BIDDER   |  |
| 2  | TYPE OF ENTITY – PROPRIETORSHIP FIRM/<br>PARTNERSHIP FIRM/OR PVT.LTD. COMPANY                     |  |
| 3  | ADDRESS OF THE COMPANY/FIRM   |  |
| 4  | TELEPHONE NO. / FAX NO. / MOBILE NO. / EMAIL ID   |  |
| 5  | NAME OF THE CONTACT PERSON  |  |
| 6  | TELEPHONE NO. / MOBILE NO OF CONTACT PERSON   |  |
| 7  | EMD DETAILS @ Rs. <u>1,00,000/-</u>   | UTR No. _____ Date _____               |
| 8  | <b>LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN THIS REGARD TO BE PROVIDED</b>                |  |
|    | PAN DETAILS   |  |
|    | SERVICE TAX REGISTRATION DETAILS  |  |
|    | GST REGISTRATION DETAILS  |  |
|    | ESI REGISTRATION DETAILS  |  |
|    | EPF REGISTRATION DETAILS  |  |
|    | VALID SHOPS & ESTABLISHMENT REGISTRATION [GUMASTA LICENSE] DETAILS                                |  |
|    | GUJRAT GOVT. PSAR ACT. REGISTRATION DETAILS   |  |
| 9  | NO. OF STAFF/ WORKERS TO BE DEPLOYED FOR THIS CONTRACT  |  |
| 10 | DETAILS OF SECURITY EQUIPMENTS OWNED AND TO BE PUT IN USE FOR THIS CONTRACT BY THE CONTRACTOR     |  |
| 11 | WHETHER ANY EMPLOYEE OF THE ADC BANK IS ON YOUR BOARD OR SHARE HOLDER IN CONTRACTOR'S ENTITY/FIRM | YES/NO, If Yes, please provide details |
| 12 | HAS ANY OF YOUR DIRECTOR/ PARTNER/ ENTERPRENUER EVER BEEN CONVICTED UNDER ANY LAW                 | YES/NO, If Yes, please provide details |

Note: Please attach necessary support documents

#### DECLARATION

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge and belief. I/We understand that if any deviation/mis-statement is found in the above statement at any stage, I/We shall be blacklisted and will not have any dealings with the Bank in future.

I hereby confirm that I am authorized to sign the Tender Document.

Date:

Place:

[\_\_\_\_\_]

Designation:



## 7.2 Annexure: II

### PROFORMA FOR FINANCIAL BID

| Sr. No.  | Wages<br>(to be filled as per standard 26 working days only)  | Security guards<br>Unarmed (Unskilled labour) | Security Guards<br>Armed<br>(Skilled Gunman) |
|----------|---|---|--|
| <b>1</b> | <b>Gross Salary</b>   |   |  |
|          | Basic Salary In Rs.   |   |  |
| <b>2</b> | <b>Statutory Charges</b>                                      |   |  |
|          | PF (13%)  |   |  |
|          | ESIC (3.25%)  |   |  |
|          | Bonus (8.33%)   |   |  |
|          | Others – 1 (If Any)   |   |  |
| <b>3</b> | <b>Uniform</b>  |   |  |
| <b>4</b> | <b>Service Charges (%)</b>                                    |   |  |
|          | <b>Total (1+2+3+4)</b><br>[i.e. Total Final Bid for Manpower] |   |  |

The above calculation shall be as per standard 26 working days and the rates are filled in accordingly for per personnel per month only. Non-compliance with the same will result into disqualification from the tendering process. Amounts are to be calculated as per prevailing rates notified/issued from time to time by the government, are subject to change as per changes by the government. Kindly specify the latest rates in the above as applicable along with the circular, Notice, O.M., G.R. effecting the change in the above. The charges mentioned for Uniform shall not be counted for assessment. The amount quoted for Security guards unarmed, Security Guards armed shall only be counted for the purpose of assessment including service charges for financial bid.

### **7.3 Annexure – III**

#### **DECLARATION**

- 1) I, ..... Son/ Daughter of Mr. ....  
Proprietor/ Partner/ CEO/ MD/ Director/ Authorized Signatory of M/s. ..  
..... am competent to sign this declaration  
and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the  
tender and hereby convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are  
true and authentic to the best of my knowledge and belief.
- 4) I/we am/are well aware of the fact that furnishing of any false information/  
fabricated document would lead to rejection of my tender at any stage  
besides liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is  
authenticated, sealed and signed, and I take full responsibility for the entire  
documents submitted.

Authorized Signatory

(Seal of the Company)

#### **7.4 Annexure – IV**

### **FORMAT FOR INTEGRITY PACT**

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-op. Bank Ltd,  
Gandhi Bridge Corner,  
Opp. Income Tax Office,  
P.B.No.4059, Ahmedabad – 380014,  
Gujarat.

**Sub: “To provide Security Services at The ADC Bank, Ahmedabad”**

Dear Sir,

I/We acknowledge that ADC BANK is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ADC BANK. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ADC BANK shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

## 7.5 Annexure V

### Letter of Transmittal

Dated :

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-op. Bank Ltd,  
Gandhi Bridge Corner,  
Opp. Income Tax Office,  
P.B.No.4059, Ahmedabad – 380014, Gujarat.

Dear Sir,

We, the undersigned, offer to provide the Security service in accordance with your Tender No. ADCB/SECURITY/2024/003 dated 18/10/2024. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/ agency/ company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We hereby agree that if we emerge as the successful bidder we will enter into contract to be determine at a later stage, to provide security services for the location mentioned, in accordance in the tender document.

We understand that the ADC Bank is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory/ Stamp of firm)

## 7.6 ANNEXURE-VI

### APPLICATION FORM

From:

|  |
|--|
| Name of Firm<br>with<br>Complete<br>Postal Address |
|--|

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-op. Bank Ltd,  
Gandhi Bridge Corner, Opp. Income Tax Office, P.B.No.4059, Ahmedabad – 380014, Gujarat.

Sir,

Sub: Tender for “Providing Security Services at The **Ahmedabad Dist.** Co. Op. Bank Ltd.,  
Ahmedabad From .....To .....”

Ref: [1] Your Tender Notice No. \_\_\_\_\_ dated  
[2] EMD – UTR No. \_\_\_\_\_ Dated \_\_\_\_\_ for ₹. \_\_\_\_\_

I/We have also examined the requisite specifications and my/our offer is to provide the required service in accordance with the requisite scope of work.

I/We quote the rate exclusive of all taxes & duties but inclusive of transportation cost etc.

Yours faithfully,

[\_\_\_\_\_]

Signature and stamp of the Bidder

[State legal status, Whether Proprietorship,  
Partnership, Registered Firm, Company etc.

## **8 Definitions and General Terms and Conditions**

### **8.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in India.
2. "Bidder" means the entity bidding for the services under the Contract.
3. "Agency" means the agency whose proposal to perform the Contract has been accepted by The Ahmedabad Dist. Co-op. Bank Ltd.
4. "Contract" means the Agreement entered into between The Ahmedabad Dist. Co-op. Bank Ltd. and the Agency, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
5. "Deliverables" means the services agreed to be delivered by Agency in pursuance of the agreement as defined more elaborately in the RFP;
6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
7. "GC" mean these General Conditions of Contract.
8. "In writing" means communicated in written form with proof of receipt.
9. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
10. "Member" means bidder/successful vendor.
11. "Party" means The Ahmedabad Dist. Co-op. Bank Ltd. or the Agency, as the case may be, and "Parties" means both of them.
12. "Personnel" means persons hired or appointed by the Agency and assigned to the performance of the Services or any part thereof
13. "RFP" means Request for Proposal .
14. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
15. "Services" means the work to be performed by the Agency.
16. The "Selected Agency" means Agency which is selected through the tender process i.e. Agency.

### **8.2 Interpretation**

In this Agreement, unless otherwise specified:

1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
2. Use of any gender includes the other genders;
3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
5. References to a 'business day' shall be construed as a reference to The Ahmedabad Dist. Co-op. Bank Ltd. Working Day
6. References to times are to Indian Standard Time;
7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement

### 8.3 Ambiguities within Agreement

1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
  - a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
  - b. as between the provisions of this Agreement and the Schedules/ Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
  - c. as between any value written in numerals and that in words, the value in words shall prevail.

### 8.4 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

### 8.5 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 8.6 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Ahmedabad Dist. Co-op. Bank Ltd. or the Agency may be taken or executed by the officials specified in the SC.

### 8.7 Fraud and Corruption

#### 1. Definition

- a. It is The Ahmedabad Dist. Co-op. Bank Ltd.'s policy to require that The Ahmedabad Dist. Co-op. Bank Ltd. as well as Agency observe the highest standard of ethics during the selection and execution of the Contract. The Ahmedabad Dist. Co-op. Bank Ltd. also requires that the Agency does not demand any service charges from the Resident unless the same is agreed with The Ahmedabad Dist. Co-op. Bank Ltd. in advance. In pursuance of this policy, The Ahmedabad Dist. Co-op. Bank Ltd.: Defines, for the purpose of this provision, the terms set forth below as follows:
  - b. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - c. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with The Ahmedabad Dist. Co-op. Bank Ltd.; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non- competitive levels and to deprive The Ahmedabad Dist. Co-op. Bank Ltd. of the benefits of free and open competition.

- d. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of The Ahmedabad Dist. Co-op. Bank Ltd., designed to establish prices at artificial, non- competitive levels;
- e. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- f. "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
- g. Measures to be taken by The Ahmedabad Dist. Co-op. Bank Ltd.
  - i. The Ahmedabad Dist. Co-op. Bank Ltd. may terminate the contract if it is proven that at any time the representatives or employees of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Agency having taken timely and appropriate action satisfactory to The Ahmedabad Dist. Co-op. Bank Ltd. to remedy the situation;
  - ii. The Ahmedabad Dist. Co-op. Bank Ltd. may also sanction against the Agency, including declaring the Agency ineligible stated period of time (as decided by The Ahmedabad Dist. Co-op. Bank Ltd.), to be awarded a contract if it at any time it is proven that that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a The Ahmedabad Dist. Co-op. Bank Ltd.-financed contract.

## 8.8 Commencement, Completion, Modification & Termination of Contract

### 1. Term of Contract

The term under this Contract will be for a period of 1 year which shall start from effective date of each work order.

### 2. Extension of Contract

- a. If required by The Ahmedabad Dist. Co-op. Bank Ltd., an extension of the term can be granted to the Agency. The final decision will be taken by The Ahmedabad Dist. Co-op. Bank Ltd.
- b. The Ahmedabad Dist. Co-op. Bank Ltd. shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Agency, at least one month before the expiration of the term hereof, whether it will grant the Agency an extension of the term. The decision to grant or refuse the extension shall be at The Ahmedabad Dist. Co-op. Bank Ltd.'s discretion.
- c. Where The Ahmedabad Dist. Co-op. Bank Ltd. is of the view that no further extension of the term be granted to the Agency, The Ahmedabad Dist. Co-op. Bank Ltd. shall notify the Agency of its decision at least one month prior to the expiry of the Term.
- d. Upon receipt of such notice, the Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with The Ahmedabad Dist. Co-op. Bank Ltd.

### 3. Termination of Contract

- a. Normal termination of the contract would happen at the end of the tenure.
- b. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days' written notice to rectify the same is given by The Ahmedabad Dist. Co-op. Bank Ltd. and failure by Bidder to rectify in the notice period.



#### 4. Effects of Termination

- a. In the event of a pre-mature termination of this agreement by The Ahmedabad Dist. Co-op. Bank Ltd., the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.
- b. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full co-operation in supporting the transition process.

#### 5. Binding Clause

All decisions taken by The Ahmedabad Dist. Co-op. Bank Ltd. regarding the processing of the Contract shall be final and binding on all parties concerned.

#### 6. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### 7. Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Ahmedabad having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Gujarat extends.

**\*\*\*END OF DOCUMENT\*\*\***