

BANGALORE METRO RAIL CORPORATION LIMITED



BANGALORE METRO RAIL PROJECT

PHASE I

TENDER DOCUMENT

FOR

**PROVIDING SECURITY & ALLIED SERVICES FOR
DEPOT, STATIONS AND TRACK OF REACH 3&3A**

VOLUME- 1

QUALIFICATION CUM TECHNICAL PACKAGE

TENDER No: BMRCL/O&M/SECURITY/R3&3A/2016/2

DECEMBER 2016

Bangalore Metro Rail Corporation Ltd.

III Floor, BMTCL Complex

K.H. Road, Shanthinagar

Bangalore-560 027, INDIA

Driving Bangalore Ahead



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BANGALORE METRO RAIL CORPORATION LIMITED

TENDER No: BMRCL/O&M/SECURITY/R3&3A/2016/2

TENDER DOCUMENT

For

**PROVIDING SECURITY & ALLIED SERVICES FOR
DEPOT, STATIONS AND TRACK OF REACH 3&3A**

DECEMBER 2016

Bangalore Metro Rail Corporation Ltd.

O&M Wing, Baiyappanahalli Depot,
Administrative Building,
S V Road, Baiyappanahalli,
Bangalore- 560038.

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SECTION – 1

NOTIFICATION INVITING TENDER

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KEY DETAILS

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SECTION-1**A. NOTIFICATION INVITING TENDER**

Tender No.: BMRCL/O&M/SECURITY/R-3&3A/2016/2

Date:19/12/2016

Sealed Tenders are invited by 'Bangalore Metro Rail Corporation Limited' (BMRCL) for "Providing Security & Allied Services for depot, stations, viaduct / track, etc. in Reach 3 & 3A sections (R-3&3A) of BMRCL" from the eligible agencies.

Tender for Contract No.	Description of the work	Cost of Tender Document	Amount of Earnest Money Deposit (EMD)	Sale of Tender Documents	Last Date & time for submission of Tender	Date and Time of opening of Tender	Contract period
BMRCL/O&M/S ECURIT Y/R- 3&3A/2 016/2	Providing Security & Allied Services for depot, stations, viaduct / track, etc., in R-3&3A	INR. 50,000/-	INR. 33.87 Lakhs/-	On all working days from: 19/12/2016 to 02/01/2017 Between 11.00 am to 5.00 pm (IST)	19/01/2017 Up to 2.00 pm (IST)	19/01/2017 at 3.00 pm (IST)	24 months from the date of issue of LOA/NTP.

Note:

- Interested eligible Tenderers can purchase the Tender Documents from the office of the General Manager (Operations), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore 560038 on a non refundable payment of **Rs. 50,000/-** (Rupees Fifty thousand only) through Demand Draft or Pay Order in favour of "Bangalore Metro Rail Corporation Ltd" payable at Bangalore.
- EMD is Rs. 33.87 Lakhs/-** (Rupees Thirty Three Lakh Eighty Seven Thousand only).
- Last date for submission of queries in writing by Tenderers 05/01/2017 up to 3.00 pm and Pre-bid meeting – 05/01/2017 at 3.30 pm at the office of the General Manager (Operations), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore 560038.
- Tenders shall be submitted to the Managing Director, C/o General Manager –(Operations), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore- 560038.
- All Tenderers are hereby cautioned that Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be liable for rejection.
- Late Tenders, received after stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances.
- Tenders shall be valid for a period of 180 days from the latest date of submission of Tenders and shall be accompanied with a Tender Security of the requisite amount in the form of DD or a Bank Guarantee.

8. The EMD / Tender Security is to be submitted as per Clause 3.2 (ii) of the 'INSTRUCTIONS TO TENDERERS'.
9. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reasons. No Tenderers shall have any cause of action or claim against BMRCL for rejection of his Tender.
10. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;
 - (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.
 - (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
11. Addendum / Corrigendum, if any will be intimated to all the Tenderers.
12. Further details are available on web site: www.bmrc.co.in from 19/12/2016

(B L Yashavanth Chavan)
General Manager (Operations)

B. KEY DETAILS

1.	Cost of Tender Document (Non refundable)	Rs. 50,000/- (Rupees Fifty thousand only) This should be paid only by DD / Pay Order in the name of Bangalore Metro Rail Corporation Limited, Bangalore, payable at Bangalore. The blank Tender Documents can be purchased at the office of the General Manager (Operations), BMRCCL on all working days during office hours from 19/12/2016 to 02/01/2017 from 11.00 AM to 5.00 PM by making the above payment.
2.	Tender Security / Earnest Money Deposit (EMD)	Rs. 33.87 Lakhs - (Rupees Thirty-Three Lakhs Eighty-Seven Thousand only). The Qualification cum Technical Tender shall accompany a Demand Draft in favour of 'Bangalore Metro Rail Corporation Limited' encashable at Bangalore or a Bank Guarantee (Annexure A at Section 10) issued by any Scheduled Bank in favour of 'Bangalore Metro Rail Corporation Limited' payable at Bangalore for Rs.33.87 Lakhs towards Earnest Money Deposit. The BG should be valid for 240 days from the date of submission of Tenders. If Qualification cum Technical package is received without the requisite EMD with Validity for 240 days, the Tender shall be rejected
3.	Last date for submission of queries by Tenderers	05/01/2017 up to 3.00 pm
4.	Date of pre-bid meeting	05/01/2017 at 3.30 pm
5.	Date and time for submission of Tender Document	19/01/2017 up to 2.00 pm
6.	Date and time of opening of Tenders	19/01/2017 at 3.00 pm
7.	Validity of Tender	180 days from the last date of submission
8.	Performance Security	The successful Tenderer shall furnish a Guarantee for Performance Security, as per ITT Clause 12, in the form of a Bank Guarantee (as per Annexure B at Section 10) issued from an Indian Schedule bank [excluding Co-operative Banks] or from a Scheduled Foreign Bank as defined in Section-2[e] of RBI Act, 1934 read with Second Schedule payable at Bangalore for an amount equal to 10% of the Contract Price within 20 days from the date of issue of LOA. The validity of BG shall be for 30 months , i.e. six months beyond the Contract Period.
9.	Contract period	24 months
10.	Address for correspondence	The General Manager –(Operations), Bangalore Metro Rail Corporation Limited, O&M Wing, Baiyappanahalli Depot, SV Road, Baiyappanahalli, Bangalore- 560038. chavan@bmrc.co.in
11.	Address for submission of Tender documents	The Managing Director, C/O The General Manager –(Operations), Bangalore Metro Rail Corporation Limited, O&M Wing, Baiyappanahalli Depot, S V Road, Baiyappanahalli, Bangalore 560 038.

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SECTION - 2

INSTRUCTIONS TO TENDERERS

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SECTION-2**A. INSTRUCTIONS TO TENDERERS****1. INTRODUCTION**

- 1.1 The Bangalore Metro Rail Corporation Limited, (hereafter referred to as BMRCL), a Joint Venture of Government of India (GoI) and Government of Karnataka (GoK), established as an SPV for implementation of Bangalore Metro Rail Project will select a Service Provider for providing Security & Allied Services as per the selection criteria detailed in the Tender document for depot, stations, viaduct / track, etc.
- 1.2 The Tenderers are invited to submit a Qualification cum Technical package and Financial Package (the word “Proposal” shall also mean “Bid” or “Tender”), as specified in the Tender documents. The Tenders will be the basis for a signed contract with the selected Tenderer. Interested Tenderers may apply as individual (**Joint Ventures / Consortiums / Companies floated by the same individuals are not permitted**). In case of a tie between two or more Tenderers, they will be asked to submit revised Financial Package.
- 1.3 Reach 3/3A Section consists of 1 Depot (Peenya) and 10 Metro stations viz Peenya Industry, Peenya, Gorgontepalya, Yeshwantpura, Sandal Soap Factory, Mahalakshmi, Rajajinagar, Kuvempu Road, Sreerampura and Sampige Road –Mantri Square, and viaduct / Track of about 10.83 km.
- 1.4 The Tenderers must familiarize themselves with Bangalore Metro Rail project, especially the layout of the Stations buildings, depot, viaduct / track, Site conditions and take the same into account while preparing and submitting their Tenders. They are required to verify the information given in respect of area etc. and seek clarifications, if any from BMRCL before Tendering. To obtain first-hand information on the assignment and on the local conditions, Tenderers are encouraged to pay a visit to the stations, depot and viaduct sites in the Reach before submitting their Tender and to attend a pre-bid meeting. Attending the pre-bid meeting is optional.
- 1.5 The Tenderer shall bear the costs of preparing the Tender including visits to BMRCL sites.
- 1.6 BMRCL reserves the right to accept or reject any or all Tenders without assigning any reasons. No Tenderers shall have any cause of action or claim against BMRCL for rejection of his Tender.
- 1.7 BMRCL expects Tenderers to provide professional service and at all times hold the BMRCL’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.8 It is BMRCL’s policy that the Tenderers observe the highest standard of ethics during the execution of the service. In pursuance of this policy, the BMRCL:
 - (i) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BMRCL, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMRCL of the benefits of free and open competition.
 - (ii) will reject a proposal for award if it determines that the contractor recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (iii) will declare a Tenderer ineligible, either indefinitely or for a stated period of time if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing; and
- (iv) Will have the right to require that, BMRCL to inspect contractors' accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BMRCL.

2. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS

- 2.1 Tenderers may request a clarification of any item of the Tender document up to the date indicated in the Key details. Any requests for clarification must be sent in writing to the BMRCL's address indicated in the Key details. The BMRCL will respond by written response to such requests received by the date indicated in the Key details, to all the Tenderers without disclosing the identity of the Tenderer seeking clarification.
- 2.2 At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the Tender documents by amendment. Such amendments shall be issued in writing through addenda. Such addenda will be published in the BMRCL website: 'www.bmrc.co.in' only and communicated to all who have procured the Tender documents. BMRCL may at its discretion extend the deadline for the submission of proposals through publication in the newspapers, if such extension is before last date of sale of Tender documents and if such extension is after the last date of sale of Tender documents, by informing only to the Tenderers who have purchased the Tender documents.
- 2.3 The Tender shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

3. PREPARATION OF TENDERS

- 3.1 Tender documents consists of 2 Packages:
 - Volume-1 Qualification cum Technical Package,
 - Volume-2 Financial Package.Tenderers are requested to submit Tenders in English language only.
- 3.2 **Qualification cum Technical package:**
 - i) In preparing the Qualification cum technical proposal, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only. The Annexure, if any, should be to the point, brief, with Clause number and page number, referred to in the standard form written at the top right hand side of the respective Annexure.
 - ii) **EMD/Tender Security :**

The Qualification cum Technical package shall accompany a Demand Draft or Bank Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd' payable at Bangalore for **Rs.33.87 Lakhs** towards Earnest Money Deposit. The Bank Guarantee should be as per Annexure A given at Section 10, issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section-2(e) of RBI Act 1934 read with Second Schedule. The format of Bank Guarantee towards EMD is attached in Section 10 - Annexure – A. The Tender Security shall remain valid for 60 days beyond the validity period of the offer (i.e. 240 days). No interest will be paid by BMRCL on the Earnest Money Deposit.

Any tender not accompanied by an acceptable Tender Security / EMD shall be summarily rejected by the Employer as non responsive.
 - iii) While preparing the Qualification proposal, particular attention should be given to ensure that 'Yes' or 'No' is appropriately mentioned for each criteria mentioned in the format

given at **Section-6**. If any item is left blank without filling either 'Yes' or 'No', then for that item it will be considered as 'No'.

- iv) While preparing the Technical package, Tenderers should read the Forms 8A to 8E carefully and fill the relevant information. Non furnishing of information in the prescribed Forms 8A to 8E or leaving blanks in the forms may result in disqualification of the Tender.
- v) **The Qualification cum Technical package shall not include any financial information.**
- vi) Should any further document be required, Tenderer will be instructed by the Employer.

3.3 **Financial Package:**

- i) In preparing the Financial Package, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of the Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only.
- ii) The Tenderer should use **Form – 9A, 9B & 9C** of Volume-2: Financial Package for submitting the offer. Tenderers shall express the price of their services in Indian Rupees only and indicate absolute value in the price.

- 3.4 Tenders must remain valid for **180 days** from the latest date of submission of Tender as specified in the NIT. During this period, the Tenderer is expected to keep available the key professional staff proposed for the services. In exceptional circumstances, prior to the expiry of the original Tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and response is thereto shall be made in writing or by facsimile or Email. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained.

Tender Security/EMD shall be forfeited if the Tenderer withdraws his Tender during the period of Tender validity.

4. **SUBMISSION OF TENDERS**

- 4.1 The original Tender (Qualification cum Technical Package and Financial Package) shall be prepared in indelible ink or typed neatly and duly signed by Tenderers / authorized representatives. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Tenderer. Any such corrections must be initialed by the person or persons who sign(s) the Tender documents.

The Tenderer shall prepare and submit one original and one copy of the document comprising the tender and submittals, as described in 4.3 of the Instructions to Tenderers clearly marked "**ORIGINAL**" AND "**COPY**". In the event of discrepancy between them, the original shall prevail.

- 4.2 An authorized representative of the Tenderer shall initial and stamp on all pages of the Tender. The representative's authorization in the form of written notarized Power of Attorney should accompany the Tender.

- 4.3 All the Tender documents shall be sealed in the covers as indicated below and submitted.
- i) EMD shall be placed in a separate sealed envelope (Envelope-1) duly marking "**EMD**" on top of the cover.
 - ii) The Qualification cum Technical package shall be placed in a separate sealed envelope (Envelope-2) duly marking "**Qualification cum Technical package**" on top of the cover.
 - iii) The Financial Package shall be placed in a separate sealed envelope (Envelope-3) duly marking "**Financial Package**" on top of the cover.

- iv) All the three sealed envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the document and clearly marked, "Do not open except in the presence of Tender opening committee".
 - v) Unsealed Tenders will be summarily rejected.
- 4.4 The completed Qualification cum Technical Package and Financial Package must be delivered at the submission address on or before the time and date stated in the Key Details. Any Tender coming after the closing time will not be accepted. Tender once submitted cannot be modified / withdrawn.

4.5 **Deadline for Submission of Tenders**

- (i) Tenders must be received at the address specified in Key Details not later than the time and date specified in the Key Details. In the event of the specified date for the submission of Tenders being declared a holiday for the Employer (BMRCL), the Tenders will be received upto the appointed time on the next working day.
- (ii) The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 2, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

4.6 **Late Tenders**

Any tender received by the Employer (BMRCL) after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 4.5, will be rejected and/or returned unopened to the Tenderer.

5. **OPENING OF TENDERS**

- 5.1 **Opening of Tender (Outer cover and the EMD cover):-**The outer cover shall be opened by Tender Opening Committee in the presence of the Tenderer's representatives who choose to attend. Tender Opening Committee will first open the outer cover and then the cover containing the EMD (Envelope-1). Committee will verify the EMD (Tender Security) to know whether it is satisfactory and in acceptable form. The Tender will be summarily rejected in case the EMD is not in acceptable form as mentioned in clause 3.2(ii) or failed to submit EMD. The BMRCL shall keep a record of the Tender opening.
- 5.2 **Opening of Qualification cum Technical packages:-** Tender Opening Committee will open the cover containing Qualification cum Technical package (Envelope-2) only if the EMD is as per requirements and in acceptable form on the same day of Tender opening in the presence of Tenderer's representative who choose to be present. The un-opened "Financial Package" of all the Tenderers shall be kept in a separate cover and sealed in presence of the Tenderers representative who choose to remain present and kept in the safe custody of BMRCL.
- 5.3 **Opening of Financial Packages: -** BMRCL shall notify the Tenderers who have satisfied the Qualification criteria and qualified technically, indicating the date and time set for opening the Financial Packages (Envelope-3). The notification may be sent by registered letter, fax, or email. The Financial Packages shall be opened by Tender Opening Committee in the presence of the Tenderer's representatives who choose to attend. The name of the Tenderer, the financial quote by each Tenderer, shall be read over aloud, when the Financial Packages are opened. BMRCL shall keep a record of the Tender opening.

6. **EVALUATION OF TENDERS**

- 6.1 **General:** - Any effort by the Tenderers to influence the BMRCL in the evaluation, comparison or contract award decisions may result in the rejection of the Tender.
- For proper evaluation of the Tender, if clarifications are found to be necessary, BMRCL may at its discretion ask for such clarifications.
 - The evaluation is done in two stages viz. Qualification cum technical stage and the financial stage. The Financial Package of those Tenderers who qualify in the Qualification cum Technical package only will be opened.
 - Further, the Tender Scrutiny committee appointed by the BMRCL evaluates the Qualification cum Technical package and Financial Packages, each separately as mentioned herein below, on the basis of their responsiveness to the requirement mentioned in the Tender documents, applying the evaluation criteria, therein.
 - Tender Scrutiny Committee at Qualification cum technical stage shall have no access to the Financial Packages until the Qualification cum technical evaluation is completed (including its approval by competent authority).

6.2 **Evaluation of Qualification cum Technical Packages:-**

- The Qualification cum Technical package documents submitted by the Tenderer will be verified by the Tender Evaluation Committee nominated by BMRCL.
- The compliance to each and every requirement prescribed for the “Qualification Criteria” will be examined. The Tender shall be rejected at this stage if it does not satisfy the stipulated qualifying criteria. If the Tenderer does not fulfill any one or more of the qualifying criteria prescribed, he shall be disqualified. On such disqualification, his Tender documents shall not be considered for further evaluation and his Financial Package will not be opened.
- Each responsive Tender, which has cleared the qualification criteria, shall be further evaluated for technical responsiveness. Compliance to each and every requirement prescribed in the Tender document will be examined. The Tender shall be rejected at this stage if it does not respond to the requirement mentioned in the Tender documents. On such rejection, his Tender documents shall not be considered for further evaluation. The Financial package will not be opened.

6.3 **Evaluation of Financial packages:**

- Indicative number of Man days as well as statutory payments for Reach-3 & 3A will be as follows.

Sl. No.	Category	Mandays per Month [30/31]	Details		Wage per day	Minimum wages for 26 mandays including Bonus, LWW, NFH, ESI, PF, Uniform and Washing Allowance per month [30/31]
1	Security Supervisor	1001 mandays inclusive of weekly offs	1	Basic	437.38	11,372.00
			2	VDA	34.93	908.40
			3	Total	472.31	12,280.40
			4	Bonus on Sl.No.3	8.33%	1,022.96
			5	Leave with Wages [15 days] on Sl.No.3	4.81%	590.69

Sl. No.	Category	Mandays per Month [30/31]	Details		Wage per day	Minimum wages for 26 mandays including Bonus, LWW, NFH, ESI, PF, Uniform and Washing Allowance per month [30/31]
			6	National & Festival Holidays [10 days] on Sl.No.3	3.21%	394.20
			7	Total		14,288.25
			8	ESI on Rs.14,288.25	4.75%	678.69
			9	PF on Rs.12,280.40	13.36%	1640.66
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	Total		17,115.93

2	Security Guard	22234 mandays inclusive of weekly offs	1	Basic	398	10,350.00
			2	VDA	34.93	908.4
			3	Total	432.93	11,258.40
			4	Bonus on Sl.No.3	8.33%	937.82
			5	Leave with Wages [15 days] on Sl.No.3	4.81%	541.53
			6	National & Festival Holidays [10 days] on Sl.No.3	3.21%	361.39
			7	Total		13,099.15
			8	ESI on Rs. 13,099.15	4.75%	622.21
			9	PF on Rs. 11,258.40	13.36%	1504.12
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	Total		15,733.81

Basic and VDA is as per **Government of Karnataka** notification No. KAE LWA 2015 dated 29.02.2016 [59-Security Agency] w.e.f from 1.4.2016 to 31.03.2017.

- 2) The total payment on account of mandays shall be computed by multiplying the statutory payments by respective indicate mandays for the contract period. The corresponding service charge and service tax would be added as in table 1 Form 9B & 9C.
- 3) The above total would be the basis for evaluation.
 - i) The Tender Scrutiny Committee shall take into consideration the financial quotes of each Tenderer and determine the ranking. The lowest quote determined as L1 and the next one determined as L2 and so on, provided the Tenderer has been determined to be substantially responsive, technically and financially suitable and complete in accordance with the Tender documents.
 - ii) The financial quotes should be compatible with the technical proposal of the Tenderers. This will be evaluated during financial evaluation. If the financial quote is not compatible

with its technical proposal, the offer shall be rejected. The financial quote should be in Form 9B & 9C titled "Summary of Costs". Form 9B & 9C contains the minimum rates stipulated, which may be taken note of.

iii) Quotes below the minimum wages stipulated or quotes which are incomplete shall be rejected.

6.4 Correction of Errors

- i) During the evaluation of the financial proposal, BMRCL will check for any arithmetical errors in computation and summation. Errors if any will be corrected by the BMRCL as follows:
 - a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the BMRCL there is an obvious gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
 - c) In case of any discrepancy between the quoted prices at Form 9B and Form 9C, the prices quoted at Form 9B shall prevail.
- ii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected and the EMD/Tender Security forfeited.

6.5 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with ITT 6.4.

- 6.6** The Employer may waive any minor deviation, non conformity or irregularity in a tender that does not constitute a material deviation.

7. AWARD OF CONTRACT

BMRCL will award the contract to the Tenderer whose offer has been determined to be substantially responsive and who has offered the lowest evaluated tender price and technically & financially qualified and complete in accordance with the Tender documents.

8. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS

Notwithstanding Clause 7 above, BMRCL reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for BMRCL's action.

9. NOTIFICATION OF LETTER OF ACCEPTANCE AND NOTICE TO PROCEED.

- 9.1 Prior to the expiry of Tender validity period, BMRCL will notify the successful Tenderer, to be confirmed in writing by registered letter, that his Tender has been accepted. This letter hereinafter called as the "Letter of Acceptance" (LOA) shall name the sum (s) which the BMRCL will pay to the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed in the Contract (hereinafter called as the "Contract Price"). The Letter of Acceptance (LOA) will be sent in duplicate to the successful Tenderer, who will return one copy to the BMRCL duly acknowledged and signed without any conditions

by the authorized signatory, within seven days from the date of issue of LOA. The Letter of Acceptance (LOA) will constitute a part of the contract agreement till a formal agreement is executed between the parties.

- 9.2 BMRCL will issue Notice to Proceed to the contractor after the receipt of LOA. Contractor shall proceed only after Notice to Proceed (NTP) is issued and not otherwise. BMRCL reserves the right to ask the Contractor to start his services separately on different dates for R-3&3A stations and the Contractor shall start services from that date only. The validity period of the contract shall be **24 Months** from the date of issue of NTP irrespective of date of commencement of services.
- 9.3 The contract shall come into force from the date of Notice to Proceed or the date as specified therein. Notice to Proceed will constitute a part of the contract agreement.
- 9.4 Upon Letter of Acceptance being signed/ returned by the successful Tenderer, and on submission of performance security [BG] as specified in Key Details, BMRCL shall promptly discharge / return the Tender Security. BMRCL shall also return the Tender security/EMD of unsuccessful Tenderers and return their unopened proposals. Tenderers who submit EMD through Demand Draft / Pay order needs to fill Annexure-D in Section-10, along with a cancelled cheque leaf for refund of EMD through NEFT/RTGS.

10. CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

- 10.1 The Tenderer is expected to commence providing services as prescribed or notified by BMRCL in accordance with ITT clause 9.
- 10.2 In case the successful Tenderer fails to sign the agreement or fails to furnish the Bank Guarantee for Performance Security or fails to commence the work (for whatsoever reasons) as prescribed or notified vide sub-clause 10.1 above, the allotment shall be cancelled and the Tender Security / Earnest Money Deposit forfeited.

11. SIGNING OF AGREEMENT

- 11.1 The BMRCL shall prepare the Contract Agreement in the **Annexure-C** at Section-10 included in this Document. All documents forming the part of contract, in the Contract Agreement, shall be binding on both parties including conditions and stipulations contained in such documents. The successful Tenderer will be required to execute the Contract Agreement within **30 days** from the date of issue of the Letter of Acceptance / Notice to proceed. The Performance Security should be submitted within 20 days from the date of issue of Letter of Acceptance but not later than the date of signing of agreement between the parties. One copy of the Agreement duly signed by the BMRCL and the contractor through their authorized signatories will be supplied by the BMRCL to the Contractor.
- 11.2 Prior to signing of the Contract Agreement, the successful Tenderer shall submit the Performance Guarantee and Power of Attorney within a period of **20 days** from the date of issue of the Letter of Acceptance.

12. PERFORMANCE SECURITY

- 12.1 The successful Tenderer shall furnish to BMRCL a Guarantee for Performance in the form of a Bank Guarantee (**Annexure-B** at Section-10) as specified in Key Details. The BG validity shall be for **30 (Thirty) months i.e. six months** beyond the contract period of **24** months. The Bank Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd' payable at Bangalore from an Indian Schedule bank [excluding Co-operative Banks] or from a Scheduled Foreign Bank as defined in Section-2[e] of RBI Act, 1934 read with Second Schedule. **The Bank Guarantee should be payable in Bangalore at designated branch failing which the tender will be rejected and EMD/Tender security shall be forfeited.** The Guarantee for Performance of Contract shall be furnished immediately on issue of LOA, but not later than **20 days** from the date of issue of LOA.

The Performance Security shall be released after completion of work. If the contract period is extended, the validity of the Performance Security shall be suitably extended by the

contractor at his own cost. Any amount due to BMRCL shall be deducted from the performance security or any other amount payable to the contractor.

- 12.2 The Bank Guarantee for Performance of Contract shall be invoked by BMRCL for breach of contract on the part of the Contractor, deficiency in performance, wholly or partly as the exigencies warrant. The decision of the BMRCL in this regard shall be final and binding on the Contractor. The balance Performance Guarantee shall be released to the Contractor, after the expiry of six months, after the end of the contract period.
- 12.3 Failure of the successful Tenderer to submit the required Guarantee for Performance of Contract shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Tender Security/Earnest Money Deposit.

13. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the Tenders or to other persons not officially concerned with the process, until the winning contractor has been notified that it has been awarded the contract.

14. GENERAL

Please note/ensure the following;

- i. Each Tenderer shall submit only one tender. Acting in concert or cartelization is not allowed. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer shall not have a conflict of interest for the purpose of this tendering process, if the Tenderer:
 - a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer, or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer: or
 - c) Has the same legal representative as another Tenderer: or
 - d) Has a relationship with another Tenderer, directly or through common third parties that put it in position to influence the Tender of another Tenderer. Or influence the decisions of the purchaser regarding this tendering process: or
 - e) Any of its affiliates participated as consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender: or
 - f) Any of its affiliates has been hired [or is processed to be hired] by BMRCL for the contract implementation: or
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of this tender that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm: or,
 - h) Has a close business or family relationship with a professional staff of the BMRCL who: [1] are directly or indirectly involved in the preparation of the Tendering documents or specifications of the contract, and /or the tender evaluation process of such contract: or [ii] would be involved in the implementation or supervision of such contract unless the conflict steaming from such relationship has been resolved in a manner acceptable to BMRCL throughout the procurement process or execution of the contract as the case may be.
- ii. Tender document is not transferable.
- iii. The Tender form shall be legibly written or typed quoting all figures in words as well as in figures duly signed by Tenderers with Seal.
- iv. All pages shall be signed, corrections neatly scored out and initialed by the authorized person of the company/firm affixing with Seal.

- v. Conditional Tenders are not acceptable and shall be rejected summarily. A Tender, which is incomplete and imbalanced, shall be rejected.
- vi. Non-compliance with any of the conditions set forth herein shall result in the Tender being rejected.
- vii. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka or any other State/Central Govt. in India from time to time and should not have blacklisted or debarred from any tender process.

15. One Tender per Tenderer

Each Tenderer shall submit only one tender either individually or as a Firm. If a Tenderer submits more than one tender, such tenders will be disqualified.

16. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

B. QUALIFICATION CRITERIA

Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
1	Should be PASARA (Private Securities Agencies (Regulation) Act 2005) compliant.	(i) Should be holding a valid license under PASARA 2005 as on date of submission of tender and valid for the duration of contact. (ii) Should demonstrate ability by documentary evidence like certificate from the existing / previous clients to train supervisor / staff in security matters.
2	Should have an experience of having successfully completed at least one similar work (Security & Allied works) of value not less than Rs.13.55 Crore or two similar works (Security & Allied works) of value not less than Rs. 8.47 Crore each or three similar works (Security & Allied works) of value not less than Rs.6.77 Crore each during last 5 years ending 30.09.2016 in any Metros/ Railway/ Airports/ Large PSUs/Large Private Sectors.	Certificate from the client firms or Companies where they have provided the services for satisfactory completion of work. The value of work to be certified by Chartered Accountant.
3	Should have deployed a minimum of 715 persons in security services at all times during 3 years in the last five years ending 30.09.2016. The services rendered should be satisfactory to the client.	An undertaking from the Contractor specifying organization-wise numbers deployed for three years, with the contact telephone number of the Authorized signatory in the organization.
4	Should have an average annual financial turnover of not less than Rs.10.16 crore during the last 3 years, ending 31.03.2016.	The Annual audited Financial Statement for each of the last three years 13-14, 14-15 and 15-16 with a certificate from the Chartered Accountant.
5	Should have liquid assets and/or availability of credit facility of not less than Rs.2.82 Crore [Estimated total expenses of 2 months]	Bank statement /Letter of Credit/Certificate from Bank.
6	Each employee put on security duty should have undergone police verification and Training in the Training Institute approved by the Karnataka Police Department.	An undertaking that this shall be complied with.
7	Registration with Department of Labour, GoK / Gol	Registration Certificate of the Establishment from Department of Labour, GoK / Gol
8	ESIC Registration	Registration Certificate under Employees State Insurance Act. (ESI Act)

Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
9	PF Registration	Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration).
10	Service Tax Registration	Certificate of Registration under Service Tax- Form ST
11	Professional Tax Registration	Professional Tax Registration Certificate issued by CTO, Government of Karnataka
12	IT Returns / Bank a/c number and PAN Card of the Agency	IT Returns for the last 3 Assessment Years 14-15,15-16 and 16-17, Bank a/c no and PAN of the Agency
13	VAT Registration	VAT Registration Certificate issued by the Commercial Tax Department, GoK if applicable.
14	a) Memorandum and Articles of Association.	a) Copy of the Memorandum and Articles of Association & DIN details as appeared in ROC (As applicable).
	b) Partnership Deed	b) Form-D issued by Registrar of Firms (As applicable).
15	Litigation / Arbitration/Blacklisting	Declaration from the Tenderer that there is no Litigation / Arbitration / Blacklisting case against the Tenderer.

Note: *If any one of the above documents is NOT enclosed, the proposal shall be rejected.*