

BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT PHASE- I



SECTION – 1

NOTICE INVITING TENDER

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SECTION-1**A. NOTIFICATION INVITING TENDER****Tender No: BMRCCL/O&M/SECURITY/UG-1& UG-2/2016/2**

Sealed Bids are invited by Bangalore Metro Rail Corporation Limited (BMRCL) for “Providing Security & Allied Services for stations, track, tunnel etc in Underground sections (UG – 1 & UG-2) of BMRCL” from the eligible agencies.

Name of the work	Cost of Tender document	Sale of Tender Documents	Last Date & time for submission of offers
Providing Security & Allied Services for stations, track, tunnel, trains etc., in UG-1& UG-2 of BMRCL.	Rs. 50,000/-	On all working days from: 26/08 /2016 To 10/09/2016 Between 11.00 am to 5.00 pm (IST)	26/09/2016 Up to 2.00 pm (IST)

Note:

- Interested eligible bidders can purchase the tender documents from the office of the General Manager [O], BMRCL, Baiyappanahalli Depot, Old Madras 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 Limited” payable at Bangalore.
- EMD is Rs. 29.67 - Lakhs** - (Rupees Twenty Nine Lakh Sixty Seven Thousand only)
- Last date for submission of queries in writing by bidders- 13/09/2016 up to 3.00 pm and Pre-bid meeting –15/09/2016 -at 3.30 pm at the office of the General Manager [Operation] BMRCL, Baiyappanahalli Depot, Old Madras Road, Baiyappanahalli , Bangalore 560038.

Further details are available on web site: www.bmrc.co.in from 26.08.2016.

(B L Yashavanth Chavan)
General Manager (O)

B. KEY DETAILS

1.	Cost of Bid 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 Bid Documents can be purchased at the office of the General Manager (Operations), BMRCL on all working days during office hours from 26/08/2016 to 10/09/2016 from 11.00 AM to 5.00 PM by making the above payment.
2.	Bid Security / Earnest Money Deposit (EMD)	Rs. 29.67 - Lakhs - (Rupees Twenty Nine Lakh Sixty Seven Thousand only) The Prequalification cum Technical Bid shall accompany a Demand Draft in favour of 'Bangalore Metro Rail Corporation Limited' encashable at Bangalore or a Bank Guarantee (Form 10 A) issued by any Scheduled Bank in favour of 'Bangalore Metro Rail Corporation Limited' payable at Bangalore for Rs. 29.67 - Lakhs towards Earnest Money Deposit. The BG should be valid for 240 days. If Prequalification cum Technical Bid is received without the requisite EMD with Validity for 240 days, the Bid shall be rejected.
3.	Last date for submission of queries by Bidders	13/09/2016 up to 3.00 pm
4.	Date of pre-bid meeting	On 15/09/2016 -3.30pm
5.	Date and time for submission of Bid Document	On 26/09 /2016 up to 2.00pm
6.	Date and time of opening of Bids	26/09/2016 at 3.30 pm
7.	Validity of Bid	180 days from the last date of submission
8.	Performance Security	The successful Bidder shall furnish a Guarantee for Performance Security in the form of a Bank Guarantee (Form 10B) issued by a scheduled commercial bank 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	General Manager (O), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, SV Road, Baiyappanahalli, Bangalore- 560038. chavan@bmrc.co.in
11.	Address for submission of Bid documents	The Managing Director, C/O General Manager –(O), O&M WING BMRCL, Baiyappanahalli Depot, S V Road, Baiyappanahalli , Bangalore 560 038.

SECTION - 2

INSTRUCTIONS TO BIDDERS

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SECTION-2

A. INSTRUCTIONS TO BIDDERS

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 Bid document for stations, tunnel, track, trains, tunnel etc.
- 1.2 The Bidders are invited to submit a Prequalification cum Technical Bid and Financial Bid (the word “Proposal” shall also mean “Bid”), as specified in the Bid documents. The Bids will be the basis for a signed contract with the selected Bidder. Interested Bidders 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 bidders, they will be asked to submit revised financial bid.
- 1.3 Underground sections (UG –1 & UG-2) consists of **8** Metro stations viz. Cubbon Park Station, Dr. B. R. Ambedkar -Vidhana Soudha , Sir. M. Visweshwaraya - Central College Station, City Railway Station, Chikpet, K.R. Market and Kempegowda- Majestic Interchange Station consisting of both East-West and North-South corridor and Tunnel & Track of about 8.43 kms.
- 1.4 The Bidders must familiarize themselves with Bangalore Metro Rail project, especially the layout of the Stations buildings and track & tunnel and the Train coaches, Site conditions and take the same into account while preparing and submitting their Bids. They are required to verify the information given in respect of area etc. and seek clarifications, if any from BMRCL before bidding. To obtain first-hand information on the assignment and on the local conditions, Bidders are encouraged to pay a visit to the stations, depot and viaduct sites in the Reach before submitting their Bid and to attend a pre-bid meeting. Attending the pre-bid meeting is optional.
- 1.5 While the requirement of machinery, equipment, gadgets, tools and the manpower is indicated, the Bidder is required to visit the sites for assessment.
- 1.6 The costs of preparing the Bid including visits to BMRCL sites are not reimbursable.
- 1.7 BMRCL reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidders shall have any cause of action or claim against BMRCL for rejection of his Bid.
- 1.8 BMRCL expects Bidders 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.
- 1.9 It is BMRCL’s policy that the Bidders 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 Bidders (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 Bidder 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 Bidders may request a clarification of any item of the Bid 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 bidders without disclosing the identity of the bidder 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 bidder, modify the bid 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 Bid 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 Bid documents and if such extension is after the last date of sale of Bid documents, by informing only to the Bidders who have purchased the Bid documents.

3. PREPARATION OF BIDS

- 3.1 Bidders are requested to submit Bids in English language only.
- 3.2 **Prequalification cum Technical Bid:**
 - i) In preparing the prequalification cum technical proposal, Bidders are expected to examine the documents comprising this Bid in detail. Material deficiencies in providing the information requested may result in rejection of a Bid. The required information to be given by the bidder should be given in the prescribed standard forms only. The Annexure, if any, should be to the point, brief, with Para number and page number, referred to in the standard form written at the top right hand side of the respective Annexure.
 - ii) The Prequalification cum technical Bid shall accompany a Demand Draft or Bank Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd' payable at Bangalore for **Rs. 29.67 Lakhs** towards Earnest Money Deposit. The Bank Guarantee should be from 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 Bid Security shall remain valid for 60 days beyond the validity period of the offer (i.e. 240 days).
 - iii) While preparing the Prequalification proposal, particular attention should be given to ensure that 'yes' or 'no' is appropriately mentioned for each criteria mentioned in the format given at **Form-B**. 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 Bid, Bidders should read the Forms 8A to 8C[1] carefully and fill the relevant information. Non furnishing of information in the prescribed Forms 8A to 8C[1] or leaving blanks in the forms may result in disqualification of the Bid.
 - v) **The Prequalification cum Technical Bid shall not include any financial information.**

3.3 Financial Bid:

- i) In preparing the Financial Bid, Bidders are expected to examine the documents comprising this Bid in detail. Material deficiencies in providing the information requested may result in rejection of the Bid. The required information to be given by the bidder should be given in the prescribed standard forms only.
- ii) The Bidder should use Form-9B & 9B [1] for submitting the offer. Bidders shall express the price of their services in Indian Rupees only and indicate absolute value in the price.

3.4 Bids must remain valid for 180 days from the latest date of submission of Bid as specified in the NIT. During this period, the Bidder is expected to keep available the key professional staff proposed for the services. BMRCL will make its best effort to sign the agreement within this period. If BMRCL wishes to extend the validity period of the Bids, the Bidders who do not agree have the right not to extend the validity of their Bids.

4. SUBMISSION OF BIDS

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

4.2 An authorized representative of the Bidder shall initial and stamp on all pages of the Bid. The representative's authorization in the form of written power of attorney should accompany the Bid.

4.3 All the Bid 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 Prequalification cum Technical Bid shall be placed in a separate sealed envelope (envelope-2) duly marking "**Prequalification cum Technical Bid**" on top of the cover.
- iii) The Financial Bid shall be placed in a separate sealed envelope (envelope-3) duly marking "**Financial Bid**" 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 Bid opening committee".

4.4 The completed Prequalification cum Technical Bid and Financial Bid must be delivered at the submission address on or before the time and date stated in the Key Details. Any Bid coming after the closing time will not be accepted. Bid once submitted cannot be modified / withdrawn.

5. OPENING OF BIDS

5.1 **Opening of Bid (Outer cover and the EMD cover):-**The outer cover shall be opened by Bid Opening Committee in the presence of the Bidder's representatives who choose to attend. Bid Opening Committee will first open the outer cover and then the cover containing the EMD (Envelope-1). Committee will verify the EMD (Bid Security) to know whether it is satisfactory and in acceptable form. The bid will be summarily rejected in case the EMD is not in acceptable form or no EMD. The BMRCL shall keep a record of the Bid opening.

- 5.2 **Opening of Prequalification cum Technical Bids:-** Bid Opening Committee will open the cover containing Prequalification cum Technical Bid (Envelope-2) only if the EMD is as per requirements and in acceptable form on the same day of Bid opening in the presence of Bidder's representative who choose to be present. The un-opened "Financial Bid" of all the Bidders shall be kept in a separate cover and sealed in presence of the Bidders representative who choose to remain present and kept in the safe custody of BMRCL.
- 5.3 **Opening of Financial Bids:** - BMRCL shall notify the Bidders who have satisfied the prequalification criteria and qualified technically, indicating the date and time set for opening the Financial Bids (Envelope-3). The notification may be sent by registered letter, fax, or email. The Financial Bids shall be opened by Bid Opening Committee in the presence of the Bidder's representatives who choose to attend. The name of the Bidder, the financial quote by each Bidder, shall be read over aloud, when the Financial Bids are opened. BMRCL shall keep a record of the bid opening.

6. EVALUATION OF BIDS

- 6.1 **General:-** Any effort by the Bidders to influence the BMRCL in the evaluation, comparison or contract award decisions may result in the rejection of the Bid.

- i) For proper evaluation of the Bid, if clarifications are found to be necessary, BMRCL may at its discretion ask for such clarifications.
- ii) The evaluation is done in two stages viz. prequalification cum technical stage and the financial stage. The Financial Bid of those Bidders who qualify in the prequalification cum technical bid only will be opened.
- iii) Further, the Tender Scrutiny committee appointed by the BMRCL evaluates the Prequalification cum Technical Bid and Financial Bids, each separately as mentioned herein below, on the basis of their responsiveness to the requirement mentioned in the Bid documents, applying the evaluation criteria, therein.
- iv) Tender Scrutiny Committee at Prequalification cum technical stage shall have no access to the Financial Bids until the prequalification cum technical evaluation is completed (including its approval by competent authority).

6.2 Evaluation of Prequalification cum Technical Bids:-

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

6.3 Evaluation of Financial Bids:-

- 1) [a] Indicative number of Man days as well as statutory payments for UG-1 will be as follows.

SL. No.	Category	Mandays per month [30/31]	Category	Wage per day	Minimum wages for 26 mandays including Bonus, LWV, NFH, ESI & PF per month [30/31]	
1	Security Supervisor	UG-1 315 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
			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	Total		16,607.60
2	Security Guard	UG-1 8260 Mandays inclusive of weekly offs	1	Basic	398.00	10,350.00
			2	VDA	34.93	908.40
			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	Total		15,225.48

[b] Indicative number of Man days as well as statutory payments for UG-2 will be as follows.

SL.No.	Category	Mandays per month [30/31]	Category		Wage per day	Minimum wages for 26 mandays including Bonus, LWW, NFH, ESI & PF per month [30/31]
1	Security Supervisor	UG-2 525 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
			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	Total		16,607.60
2	Security Guard	UG-2 11935 Mandays inclusive of weekly offs	1	Basic	398.00	10,350.00
			2	VDA	34.93	908.40
			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	Total		15,225.48

- 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 & 9B[1].
- 3) The Tender Scrutiny Committee shall take into consideration the financial quotes of each Bidder and determine the ranking. The lowest quote determined as L1 and the next one determined as L2 and so on, provided the Bidder has been determined to be substantially responsive, technically and financially suitable and complete in accordance with the Bid documents.
- 4) The financial quotes should be compatible with the technical proposal of the Bidders. 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 & 9B [1] titled "Summary of Costs". Form 9B & 9B[1] contains the minimum rates stipulated, which may be taken note of.

- 5) 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.
- ii) If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid Security forfeited.

7. AWARD OF CONTRACT

BMRCL will award the contract to the Bidder 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 Bid documents.

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

Notwithstanding Para 7 above, BMRCL reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for BMRCL's action.

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

- 9.1 Prior to the expiry of Bid validity period, BMRCL will notify the successful Bidder, to be confirmed in writing by registered letter, that his Bid 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 Bidder, 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 for UG 2 and UG 1 stations and the Contractor shall start services from the date of NTP (Notice to Proceed). The validity period of the contract shall be **24** Months from the date of issue of NTP.
- 9.3 The contract shall come into force from the date of Notice to Proceed. Notice to Proceed will constitute a part of the contract agreement.
- 9.4 Upon Letter of Acceptance being signed/ returned by the successful Bidder & on submission of performance security [BG] for 10% of the contract value, BMRCL shall promptly discharge / return the Bid Security. BMRCL shall also return the bid security/EMD of unsuccessful Bidders and return their unopened proposals.

10. CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

- 10.1 The Bidder is expected to commence providing services as prescribed or notified by BMRCL.
- 10.2 In case the successful Bidder 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 para 10.1 above by BMRCL, the allotment shall be cancelled and the Bid Security (EMD) forfeited.

11. SIGNING OF AGREEMENT

- 11.1 The BMRCL shall prepare the Contract Agreement in the **Proforma-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 Bidder 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 Bidder 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 Bidder shall furnish to BMRCL a Guarantee for Performance in the form of a Bank Guarantee (**Form 10 B**) for an amount equal to 10% of the Contract Price. The BG validity shall be for **30 months** i.e. **six months** beyond the contract period of 24 months. The Bank Guarantee in favour of BMRCL payable at Bangalore from 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 Bank Guarantee should be payable in Bangalore at designated branch failing which the tender will be rejected and bid 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 Contract Price shall mean the total sum arrived at for determining the L1.
- 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 Bidder 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 Bid Security (EMD).

13. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids 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 bidder 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 bid 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 bid: 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 implantation 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: [i] are directly or indirectly involved in the preparation of the bidding 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. Bid document is not transferable.
- iii. The Bid form shall be legibly written or typed quoting all figures in words as well as in figures duly signed by Bidders 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 Bids are not acceptable and shall be rejected summarily. A Bid, which is incomplete and imbalanced, shall be rejected.
- vi. Non-compliance with any of the conditions set forth herein shall result in the Bid being rejected.
- vii. Bidders 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.

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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.11.87 Crore or two similar works (Security & Allied works) of value not less than Rs.7.42 Crore each or three similar works (Security & Allied works) of value not less than Rs 5.93 Crore each during last 5 years ending 31.03.2016 in any Metros/ Railway/ Airports/ Large PUSs.	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 561 persons in security services at all times during 3 years in the last five years. 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.8.90 crores during the last 3 years, ending 31.03.2015.	The Annual audited Financial Statement for each of the last three years 12-13, 13-14 & 14-15 with a certificate from the Chartered Accountant firm.
5	Should have liquid assets and/or availability of credit facility of not less than Rs.2.47 Crores [Estimated total expenses of 2 months]	Bank statement /Letter of Credit/Certificate from Bank.
6	Security clearance for deployment of manpower accorded by recognized Central Security Agency like Bureau of Civil Aviation Security or IB or the State Police authorities.	Self attested copy of relevant certificate.
7	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.
8.	Registration with Department of Labour, GoK / GoI	Registration Certificate of the Establishment from Department of Labour, GoK / GoI
9	ESIC Registration	Registration Certificate under Employees State Insurance Act. (ESI Act)
10	PF Registration	Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration)

11.	Service Tax Registration	Certificate of Registration under Service Tax-Form ST
12.	Professional Tax Registration	Professional Tax Registration Certificate issued by CTO, Government of Karnataka
13	IT Returns / Bank a/c number and PAN Card of the Agency	IT Returns for the last 3 Assessment Years 13-14, 14-15 , & 15-16 Bank a/c no and PAN of the Agency
14.	VAT Registration	VAT Registration Certificate issued by the Commercial Tax Department, GoK if applicable.
15	a) Memorandum and Articles of Association. b)Partnership Deed	a) Copy of the Memorandum and Articles of Association & DIN details as appeared in ROC. b) Form-D issued by Registrar of Firms.
16	Litigation / Arbitration/Blacklisting	Declaration from the bidder that there is no litigation /arbitration/ Black listing case against the bidder.

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