

CHENNAI METRO RAIL LIMITED

TENDER No: SEC-01-Stage 1A-2016



TENDER DOCUMENT FOR PROVIDING SECURITY SERVICES FOR STAGE 1A METRO STATIONS LITTLE MOUNT, GUINDY METRO, ALANDUR, NANGANALLUR, MEENAMBAKKAM, AIRPORT, ST.THOMAS MOUNT METRO

Chennai Metro Rail Limited (CMRL)
(A JV of Govt. of India and Govt. of Tamil Nadu)
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu,
Chennai – 600107.
Tamil Nadu

INDEX

S.No.	Description	Page No.
1	Notice Inviting Tender	3
2	Chapter I General Guidelines	4-5
3	Chapter II General Conditions of Contract	6-20
4	Chapter III Scope of Security Services	21-22
5	Chapter IV Special Conditions of contract	23-30
	Chapter V PACKET-A- Techno commercial Bid	
6	Annexure-1	31-32
7	Annexure-2	33
8	Annexure-3	34
9	Annexure-4	35-36
10	Annexure-5	37-38
11	Annexure-6	39
12	Annexure-7	40
13	Annexure-8	41
14	Annexure-9	42
15	Annexure-10	43-44
16	Annexure-11	45
17	Chapter VI Financial Bid Packet-B	46-47
18	Chapter VII Evaluation Criteria	48-49
19	Proforma Master License Agreement	50-59
20	Disclaimer	60



CHENNAI METRO RAIL LIMITED-TENDER NOTICE No: SEC-01-Stage 1A-2016

CMRL invites sealed tender under **TWO BID SYSTEM** for the works as detailed below:

Name of Work	Tender No: SEC-01-Stage 1A-2016 PROVISION OF SECURITY SERVICES FOR STAGE 1A METRO STATIONS
Earnest Money Deposit	INR.1,17,000 (Indian Rupees One lakh Seventeen Thousand only)
Estimated value of Work	INR.1,17,00,000 (Indian Rupees One Crores Seventeen Lakhs only)
Duration of Contract	One year from the date of issue of Letter of Acceptance. This is renewable based on performance of service provider.
Last date of sale of Tender Document	24.06.2016 up to 17.00 hrs
Due date of submission of Tender	25.06.2016 up to 1500 hrs
Date and Time of Opening of Tender (Techno Commercial Bid)	25.06.2016 at 1600 hrs
Authority and place for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and Opening of Tender Documents.	Director (Systems & Operations), Chennai Metro Rail Limited, CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai – 600107. Tamil Nadu.
Cost of Tender Documents	1. For Hard Copy: INR.10,000/- (Indian Rupees Ten Thousand only) including TNVAT non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. 2. For Soft Copy: INR.8,000/- (Indian Rupees Eight Thousand only) including TNVAT non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. The Tender Documents can be downloaded from website <u>www.chennaietrail.gov.in</u> .

Note: If the date of submission of Tenders happens to be a Public Holiday, Tenders will be received and opened on the next day at the same venue and time.

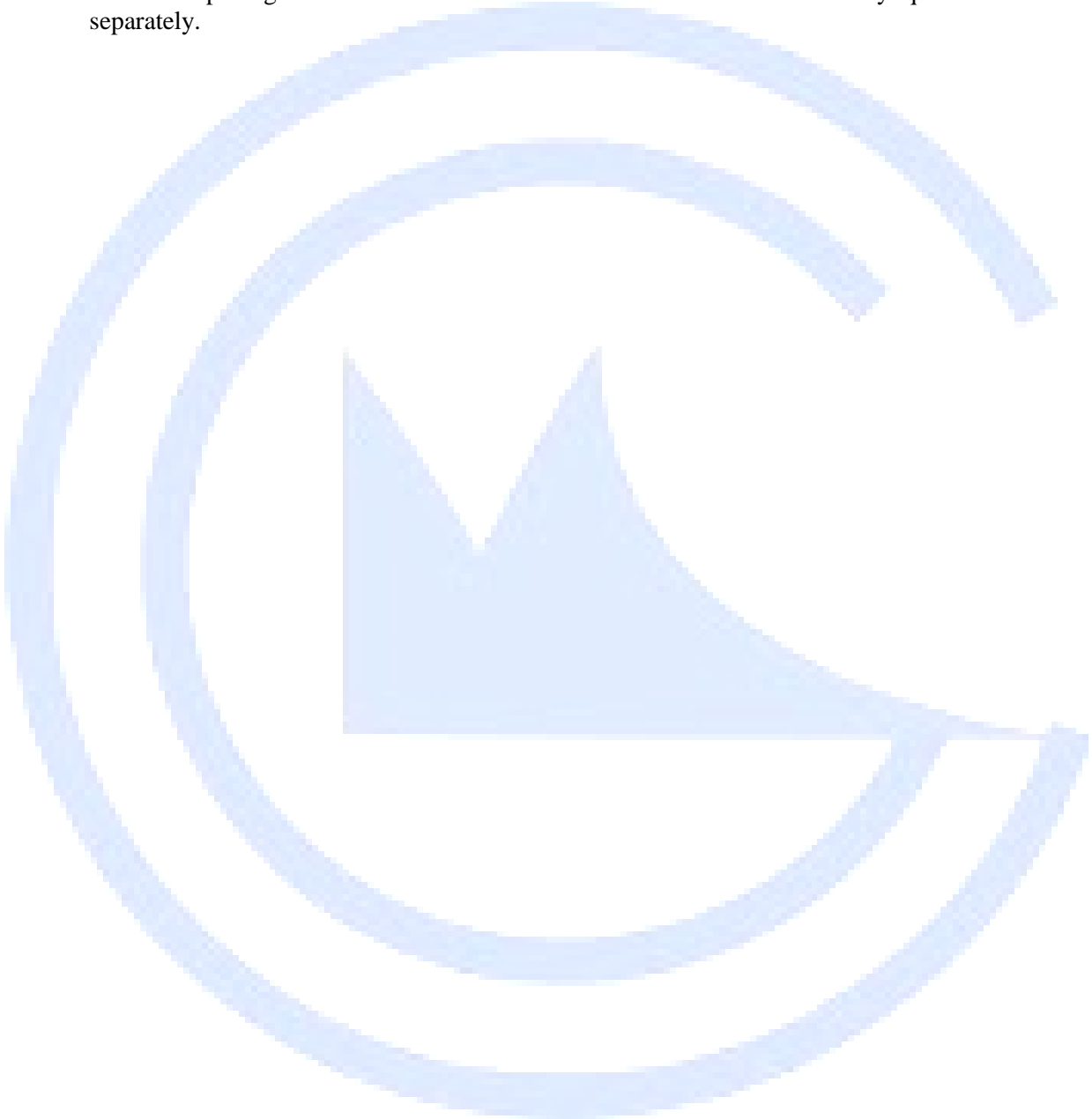
**Director (Systems & Operations)
Chennai Metro Rail Limited,
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu,
Chennai – 600107.
Tamil Nadu.**

Chapter-I- GENERAL GUIDELINES

1. The Tender Document is to select contractors for provision of Security Services for Stage 1A Metro stations viz. Little Mount, Guindy Metro, Alandur, Nanganallur, Meenambakkam, Airport & St. Thomas Mount Metro station. Necessary details of required services are detailed in the Scope of Work.
2. The Tender Document duly encompasses the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s).
3. This Tender Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard. Information provided in this Tender Document is only to the best of the knowledge of CMRL.
4. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be Numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed.
5. Each Bidder shall submit only one tender. Submission of more than one tender shall lead to disqualification.
6. Bidders should provide all the required Techno-Commercial and associated information and attach supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
7. For any query from the bidder, the same may be clarified in pre-bid meeting. No extension of any deadline will be granted if CMRL does not respond to any query or does not provide any clarification.
8. Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by CMRL by the date / time of the tender submission. However CMRL may ask for any supplementary information, if required.
9. Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
10. Separate Techno-Commercial and Financial bids are required to be submitted for the tender.
11. Bidders should note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL.
12. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if

any held with CMRL) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future tender(s) of CMRL.

13. CMRL will display the name of the successful bidder on CMRL's website for information of all concerned.
14. Bidders are requested to remain in touch with CMRL's Website www.chennaietrorail.gov.in for any kind of latest Information, Addendum, etc.
15. The financial bid of the technically qualified bidders' bids only will be opened and the firm dates of opening of financial bids will be intimated to the technically qualified bidders separately.



Chapter II-GENERAL CONDITIONS OF CONTRACT

1. PREAMBLE

- a. **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- b. **CMRL**, Chennai Metro Rail and Chennai Metro wherever used means “Chennai Metro Rail Limited, (a Joint Venture of Govt. of India and Govt of Tamil Nadu) with Corporate Office located at “CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu.
- c. **“Contract”** means and includes the invitation to tender, instructions to Bidders, tender, acceptance of tender, General Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- d. **“Bidder”** or **“Tenderer”** shall mean the person / the firm / co-operative or company who tenders for the works with a view to execute the works on contract with the CMRL and shall include their personal representatives, successors and permitted assignees.
- e. **“Tender Documents”** means all documents whether containing words, figures or drawings which are, before the delivery of the Contractors tender and for the purposes of his tender, issued to him by or on behalf of CMRL or embodied by reference in such delivered documents or specified therein as being available for inspection by the Contractor.
- f. **Words** importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires
- g. **“Omissions and Discrepancies”**: Should a Bidder find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- h. **“Contractor's Understanding”**: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- i. **“Contractor's Office”**: The Contractor shall establish an office in Chennai and the address with all contact details of the same may be communicated to CMRL. Whenever change of his office is effected the address of the changed location shall be advised to CMRL without fail.
- j. **“Notices And Instructions”**: Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post/fax/email to the office, or to the address of the firm last furnished by the Contractor.
- k. **“Language of Tender”**: The tender prepared by the bidder and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by CMRL to the bidder.

- l. **“Currency”**: The currency for the purpose of the Proposal shall be the Indian National Rupee (INR) only
- m. **“EMD”**: Earnest money Deposit means Tender Security.
- n. **“Public Area”**: The area in a Metro station where public are allowed access.
- o. **“Private Area”**: The area in a Metro Station where public are not allowed access.
- p. **“Paid Area”**: The area of a station, where public are allowed access with a valid travel authority.
- q. **“Unpaid Area”**: The area of a station, where public are allowed access without any travel authority.

2.0 TENDER DOCUMENT:

2.1 This is the tender document for Provision of Security Services for Stage 1A metro stations of CMRL

2.2 The bidder shall quote his bid lump sum only. The lump sum amount shall be arrived as a total of all the unit-wise cost per annum. The quote shall be for per annum. The bidder shall carefully quote in the financial bid. Monthly quote will entail disqualification.

2.3 General Conditions and Special Conditions shall be read and understood thoroughly.

2.4 All the queries shall be clarified before quoting the bid.

2.5 If there is variation between General Conditions and Special Conditions then Special Conditions shall prevail.

3.0 BID NOTICE

3.1 CMRL invites sealed two bid envelope system, from Security service providers for “Provision Security Services for Stage 1A metro stations”.

3.2 The Scope of Work, Special Conditions and Schedules for provision of Security Services for Stage 1A metro stations are given in Bid Document.

3.3 Bid Documents:

- a. The interested Bidders may purchase ‘Bid documents’ which can be obtained between 10.00 hrs and 17.00 hrs on all working days up to 24.06.2016 in person from the CMRL Office at the address given in paragraph 8 below, on payment of non-refundable document fee of Rs.10,000/- (Rupees Ten Thousand only), inclusive of TNVAT, in the form of Demand Draft in favour of “Chennai Metro Rail Limited”, payable at Chennai drawn on any Public Sector Bank in India approved by Reserve Bank of India.
- b. **Bid document** can also be downloaded from the website www.chennaietrorail.gov.in and the bids can be submitted on the downloaded document along with a separate Demand Draft for Rs.8,000/- (Rupees Eight Thousand Only) inclusive of TNVAT, towards the cost of bidding documents at the time of bidding, failing which the offer will be summarily rejected.

- 3.4. **Earnest Money deposit:** The bid must be accompanied by Earnest Money deposit of Rs.1,17,000 (Rupees One Lakh and Seventeen Thousand Only) in the form of Bank Demand Draft or BG drawn on any Public Sector Bank, payable at Chennai.
- 3.5 **Receipt of Bids:** Sealed bids should be submitted in the designated box at the address given in Para 8 below not later than 1500 hours on 25.06.2016 Techno-commercial bids shall be opened on the same day at 1600 hrs. in the presence of Bidders' Representatives who choose to attend. For this an authority letter of the firm is required. The onus of submitted the bid in the box lies with the bidder. Bids received after 1500 hrs of 25.06.2016 will be called 'late' bid and will not be considered further for evaluation.
- 3.6 CMRL reserves the right to accept / reject any or all Bids without assigning any reason thereof.
- 3.7 The Bidder fulfilling the eligibility criteria will be evaluated based on the evaluation criteria given in this Bid document.
- 3.8 **Address for Communication:**

**DIRECTOR (SYSTEMS AND OPERATIONS),
Chennai Metro Rail Limited,
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu,
Chennai – 600107.
Tamil Nadu.**

4.0 SCOPE OF WORKS: Described in Chapter IV of this Bid Document.

5.0 ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS.

- 5.1 All Bids shall be screened for the eligibility norms detailed below. Bidder not meeting with these norms shall be summarily rejected.
- 5.2 The Bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder should be either an individual Sole Proprietor or a Partnership registered under the Indian Partnership Act, 1932 as necessary or a Company incorporated under the Companies Act, 1956. A Bidder may be a Private Entity or a Government owned Entity.
- 5.3. The Bidder shall be in possession of valid license under Private Security Agencies Regulation Act, 2005 and the Tamil Nadu Private Security Agencies Rules, 2008 as amended from time to time for the Districts where CMRL territory is spread. In the event of modification or reorganisation of territory /territories of District/Districts, the Contractor shall apply and get such licences from the concerned Government Agencies, at the cost of the Contractor.

6.0 Authorized Signatory and address of the contractor:

- 6.1 The Signatory of the bidder should attach a power of attorney as per Annexure-2 authorising the member to submit the tender and negotiate or their behalf
- 6.2 The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
- 6.3 One of the partners in the case of a “Partnership” firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
- 6.4 In the absence of such authority all partners should sign the Tender.
- 6.5 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the Board of Directors.

7. Average Annual financial Turnover and Work Experience:

- a) Applicant should have average annual financial of last three audited financial years as follows:
- 7.1 Average annual financial turnover of the bidder during the last three audited financial years shall be not less than 80% of the advertised tender value per annum. Bidder has to produce attested audited balance sheet duly certified by chartered accountant along with the tender offer. Bidder shall submit the details in the prescribed Proforma in **Annexure – 4 (form Tech-1) (Packet-A)**
- 7.2 The Bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed.)

b) Work Experience

Experience of having satisfactorily completed works involving provision of Security Services during last 7 years ending last day of month previous to the one in which the tenders are invited should be either of the following:

- (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost

Or
(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost

Or
(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

8. Additional Mandatory Requirements

8.1 All other mandatory requirements have been enlisted at **Annexure -5** of the Bid document. This includes Permanent Account Number, VAT / Service Tax Registration, ESIC and PF Registration, Fire Training Certificate, etc.

8.2 Undertaking by the Bidder to conduct third party audit by an independent agency authorized / prescribed by CMRL every three months along with regular in-house audit. **Annexure -6**

9. Evaluation Criteria

Bids which satisfy the above criteria will be called “eligible bid”. All eligible bids shall be evaluated in terms of the process defined at Packet-B.

10.0 Fraud and Corrupt Practices

10.1 The Bidders and their respective Officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CMRL may reject a Bid without being liable in any manner whatsoever to the Bidder or the Contractor if it determines that the Bidder or the Contractor, as the case may be, has, directly or indirectly or through an Agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, CMRL shall

- a. Forfeit and appropriate the Bid Security or Performance Security, as determined by CMRL, without prejudice to any other right or remedy that may be available to CMRL hereunder or otherwise.
- b. Debar the Bidder or Contractor to participate in any Bid, etc. issued by CMRL during a period of 5 (five) year from the date of occurrence of such event.

10.2 For the purposes of the Clause 10.1 the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CMRL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising thereof, before or after the execution thereof, any time prior to the expiry of one year from the date such Official resigns or retires from or otherwise ceases to be in the service of CMRL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) ; or

(ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the award of License or the LOA or the License

Agreement, who at any time has been or is a legal, financial or Techno-Commercial adviser of CMRL in relation to any matter concerning the award of License.

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process ; or (ii) having a Conflict of Interest ; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Default: If the Contractor i) has abandoned the Contract; or ii) is not executing the service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, then CMRL, after giving 7 (Seven days)days’ notice in writing to the Contractor, may expel the Contractor from the premises without thereby releasing the Contractor from any of his other obligations or liabilities under the Contract.

12. Bankruptcy: CMRL may at any time by notice in writing, summarily terminate the Contract without compensation on any of the following events.

i) If the Contractor shall at any time be adjudged bankrupt, or shall have a Receiving Order or Order for Administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or

ii) If the Contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a Receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have not prejudice or affect any right of action or remedy which shall have accrued thereafter to CMRL.

iii) In either of the cases or in any other case where in the opinion of CMRL, the Contractor is performing his duties unsatisfactorily, CMRL may employ and pay another contractor to carry out and complete the work and may purchase all materials necessary for the carrying out of the work. In such cases, the value of the work done shall be assessed by CMRL and CMRL shall have the right to recover such sums from the Contractor.

13. LABOUR LAWS, PROVIDENT FUND, ESI etc.

- a. The Contractor shall obtain all legal licenses and approvals before the commencement of license; otherwise the contract shall stand cancelled.
- b. Deployment of minimum man-power (minimum manpower requirement is given in Schedule of service to be provided:

CVs of the personnel to be deployed should be submitted to CMRL. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor which shall contain the following information but not limited to:-

- i. Name in full
- ii. Father’s name
- iii. Date of Birth

- iv. Present Address
 - v. Permanent Address
 - vi. Educational Qualification
 - vii. Experience in relevant field of activity
 - viii. Whether any antecedents of Police cases (Police verification certificate to be enclosed).
- c. The Contractor shall comply with the provisions of all labour legislation's including the requirements of:
- i. The Contract Labour Act (1970)
 - ii. Minimum Wages Act 1948
 - iii. Weekly Holidays Act 1942
 - iv. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
 - v. The Payment of Wages Act, 1936
 - vi. Hours of employment Regulations
 - vii. The Workmen's Compensation Act, 1923
 - viii. The EPF Act
 - ix. The Bonus Act
 - x. The ESI Act
 - xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

and any other Acts, Rules, Regulations or Statutes, which are in force or which are to be passed by both the Central Government and State Government of Tamil Nadu.

- d. The Contractor shall enforce the provisions of ESI Act and Scheme with regard to all his employees involved in the performance of this License and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- e. The Contractor should comply with the provisions of the Employees Provident Fund Act. They should promptly deposit P.F. deduction of the eligible employees plus the employers' contribution to the R.P.F.C. For this purpose, the agency must submit a certificate in every month that PF amount has been deducted from the eligible employees and along with the employer's contribution has been deposited with R.P.F.C. In support of this, the agency must furnish the challan / receipt for the payment made to RPFC, along with list of employees who are covered.
- f. The Contractor has to maintain record of all details called for by EPF organization for the labour employed by them and has to submit the same at any time if called for.
- g. All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Contractor shall be borne by them. The Contractor shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to CMRL periodically or at any date upon such request, as may be made by CMRL.
- h. **The staff engaged by the Contractor, shall at no stage have any claim for employment in CMRL. This fact should be incorporated in their appointment letter, if any, issued by the Contractor.**
- i. In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme, besides the recovery of the amounts due by the Contractor towards their contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the License due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.

14. Injury to Persons: The Contractor shall be solely liable for and shall indemnify CMRL in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish CMRL with a copy of the insurance policy.

15. Tender Requirements

15.1 For the purpose of selection of contractor, the tender document is divided into two parts viz. the Techno-Commercial Bid and the Commercial Bid. The requirements for Techno-Commercial Bid are as under: - (**Refer para 21.0 below**)

15.2 The bidder shall enclose a signed and stamped copy of the Tender Document and all other associated / required documents duly numbered, signed and stamped. This is in addition to the Tender Document Cost and EMD (Earnest Money Deposit).

15.3 The bidder shall be required to enclose self attestation (Annexure-5) with signed and stamped copy of valid registrations with the following: -

- i) Registrar of Companies (in case bidder being a company)
- ii) Employees Provident Fund Organization (along with copy of latest challan and the return)
- iii) Employee State Insurance Corporation (along with copy of latest challan and the return)
- iv) Service Tax Department (along with copy of latest challan and return both)

15.4 Each bidder shall be required to confirm and declare with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. The format is given in **Annexure-7** of this Tender Document.

15.5 The bidder shall be required to enclose the Check List for submission of **TENDER for provision of Security Services for Stage 1A Metro Stations** as in **Annexure-8** of this Tender Document.

15.6 Besides above, the Bidder shall submit the following filter criteria duly filled in, on the letter head of its company. Bidder has to first qualify the Initial Filter Criteria in order to be eligible for evaluation of their Techno-Commercial Bid. Bidders are required to enclose the **Initial Filter Criteria (Annexure-9)** along with their Techno-Commercial Bid.

16 Tender Clarification Process: Query from Bidders

16.1 If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Tender Document, he may seek clarifications in the form of query, in writing, from the Director (Systems & Operations), as per schedule given in the Notice Inviting Tender. Reply to Query, if any given by CMRL, shall form part of the Tender Document.

16.2 Except for written clarifications (Reply to Query(s)) from the Director (Systems & Operations), which is expressly stated to be an addendum to the tender document issued by CMRL, no written or verbal communication/ presentation/explanation by any other employee of CMRL shall be taken to bind or fetter CMRL under the tender/contract.

17.0 Cost of Tendering

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

18.0 Tender Validity

The tender shall remain valid and open for acceptance for a period of 180 days from the date of submission of the tender. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing or by telefax. Bidders may refuse the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly.

19.0 Earnest Money Deposit (EMD)

19.1 The bidder shall furnish, as EMD, an amount of Rs. 1, 17,000 (Rupees One Lakh Seventeen Thousand Only) in the form of Bank Draft in favour of “Chennai Metro Rail Limited” payable at Chennai or a Banker’s Guarantee from a Public Sector bank approved by Reserve Bank of India for a value of Rs. 1, 17,000 (Rupees One Lakh and Seventeen Thousand Only) valid for 180 days.

19.2 Tenders not accompanied by EMD will be summarily rejected as non-responsive.

19.3 The EMD of unsuccessful bidders will be discharged / returned by CMRL as promptly as possible.

19.4 The EMD may be forfeited on following occasions:-

- 1) If the bidder withdraw/modify its tender during the period of tender validity.
- 2) In case of a successful bidder fails to:-
 - i) Furnish the necessary Performance Guarantee within the prescribed time limit.
 - ii) Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance.
 - iii) Enter into the Contract Agreement within the time limit.

19.5 No interest shall be payable by CMRL on the EMD.

20.0 Tender Prices

20.1 The Contract shall be for the whole work, as described in Bill of Quantities/Letter of Acceptance. The bidder is required to quote his rates taking into account all the Terms and Conditions of the Tender.

20.2 The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. **If there are erasures, corrections and over writings, the same shall be attested by the signatory. Any unattested corrections/erasures shall lead to disqualification of the tender.**

20.3 Price escalation @ 5% for the second year and 10% for the third year to the base rate is permitted.

21.0 Tender Submission

21.1 ENVELOPE-1 – It shall contain two sealed covers, one cover shall contain the EMD and Cost of Tender Document and sealed, with superscription as “**EMD for SEC-01-Stage 1A-2016**”. The second cover shall contain the Techno-Commercial Bid for SEC-01-Stage 1A-2016 (Tender Document, addenda if any, Reply to Query if any, required documents / annexure) with covering letter as prescribed in Annexure-1 in letter head of the bidder and sealed with superscription as “**Techno-Commercial Bid for Security Services for Stage 1A Metro**”

stations.” Both these covers shall be placed in Envelope-1 and sealed with superscription as “Techno-Commercial Bid for Security Services for Stage 1A Metro stations”

- 21.2 ENVELOPE-2 –The Financial Bid (Packet-B) for SEC-01-Stage 1A-2016 must be sealed in a separate envelope duly marked as **“Financial Bid for Security Services for Stage 1A Metro stations”**.
- 21.3 Envelope-1 is mandatory for all the bidders. Both Envelope-1 and Envelope-2 shall be placed in another big envelope and shall be sealed. This envelope should be superscribed as **“Tender document for Security Services for Stage 1A Metro stations”** at the top, with name of the Bidder at the bottom of the Bid. All the envelopes must be addressed to the following: -

**Director (Systems & Operations),
Chennai Metro Rail Limited,
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu, Chennai – 600107,
Tamil Nadu.**

22.0 Tenders shall be submitted, by hand, not later than 1500 hrs. On 25.06.2016.

23.0 Tender Opening

- 23.1 On opening of the main Tender envelope, it will be checked if it contains the Envelope-1 for EMD and Tender Document cost, and the Techno-Commercial Bid and Envelope-2 superscribed as **“Financial Bid for Security Services for Stage 1A Metro stations”**. The cover containing the EMD and if applicable the cost of tender will be checked for compliance. In case if the requirement is not met the further process will not be taken up for such tenderer.
- 23.2 Next Techno-Commercial Bid will be opened in the presence of bidders or their representatives who choose to attend on the date and time as mentioned in tender document. It will be checked if the required documents have been annexed. If the submitted documents do not meet the tender requirements then the Commercial Bid of the said bidder may not be considered for further processing.
- 23.3 The sealed Financial Bid will be kept in the safe custody of CMRL and will be opened on a subsequent date after evaluation of Techno-Commercial bids. Financial Bid of all Techno-Commercially qualified bidders who qualify the Techno-Commercial Evaluation will be opened on the date and time intimated to all such eligible bidders separately.

24.0 Other Tender conditions

- 24.1 CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
- 24.2 All tenders, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
- 24.3 The tender is not transferable under any circumstances.
- 24.4 Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
- 24.5 Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.

- 24.6 Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case CMRL may forfeit the Earnest Money Deposit submitted with the tender.
- 24.7 CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
- 24.8 Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
- 24.9 Number of stations mentioned is indicative and may either be reduced or enhanced. Similarly, the deployment of staff and equipment at stations may vary. The payment for such variations will be regulated proportionately on the quoted and accepted rates.**
- 24.10 The Security Personnel may be enhanced/reduced by CMRL up to 30% in any case of requirement with the consultation of the bidder. The payment for such variation will be proportionate on the accepted rates as per the Letter of Acceptance (LOA)**
- 25.0 Award of Tender:**
- 25.1 CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b. Consult with any Bidder in order to receive clarification or further information.
 - c. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or
 - d. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
- 25.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and / or in connection with the Bidding Process, to the full extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 25.3 The Disclaimer as set forth at the outset of this document and the License Agreement as stated in this Document shall be deemed to be the part of this Document.
- 25.4 The selected Bidder shall have to execute the License Agreement in the manner and format as indicated by CMRL in this Document.
- 25.5 CMRL will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
- 25.6 Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation

Non responsive bid are:

CMRL may reject the tender that is considered to be substantially non responses to the requirements proposals such matter may include:

- a) In correct or fraudulent power of attorney
- b) Incorrect or fraudulent EMD/tender security
- c) Fraudulent qualification relating to proposal
- d) Fraudulent or incomplete credentials
- e) Incomplete technical proposal
- f) Major inadequacy in technical offer

25.7 CMRL's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

25.8 In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Financial Bid, then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 3 financial years.

25.9 Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his tender has been accepted.

26.0 Letter of Acceptance

26.1 The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA.

26.2 Letter of Acceptance shall communicate the sum which the CMRL would pay to the Contractor during the contract period, to be paid on month to month basis and based on bills submitted by the Contractor as per procedure chalked out in the Terms and Conditions of the Contract, in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract Agreement (hereinafter called 'the Contract Price').

26.3 No correspondence will be entertained by CMRL from the unsuccessful bidders.

26.4 Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and discharge / return their EMD.

27.0 Cancellation of Letter of Acceptance (LOA)

27.1 After issuance of the Letter of Acceptance, in case, the successful bidder fails to commence the work, for whatsoever reasons, as per terms and conditions of Tender then the LOA shall be cancelled and the EMD will be forfeited in favour of CMRL.

27.2 CMRL will reject the tender or rescind the contract if CMRL determines that the Bidder / Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices or other immoral activity.

27.3 CMRL will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

27.4 The successful Bidder/Contractor shall apprise CMRL through Chief Vigilance Officer, CMRL of any fraud/suspected fraud as soon as it comes to their notice.

28.0 Performance Security (ANNEXURE-10)

- 28.1 The successful bidder shall furnish to CMRL a security in the form of Bank Guarantee for an amount, equivalent to 5% of the total value of contract within 21 (twenty one) days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six months beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this Tender Document with a Public Sector Bank, payable at Chennai approved by Reserve Bank of India, based in India. Further as and when contract value increases, even as a result of revision in Service Tax, the contractor shall be required to deposit additional BG(s) so as to ensure availability of Bank Guarantee @ 5% of contract value with CMRL at all times. In case of extension of the Contract, the performance BG (s) shall be suitably extended.
- 28.2 Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.

29.0 Signing and execution of Contract Agreement

- 29.1 CMRL shall prepare the contract agreement as in the Proforma given in this tender document, duly incorporating all the terms and conditions of the tender.
- 29.2 For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non Judicial Stamp Papers each of appropriate value, as intimated by CMRL.
- 29.3 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
- 29.4 Performance Security within 21 (Twenty one) days of award of Letter of Acceptance.
- 29.5 Power of Attorney in favour of Authorized Signatory(s)
- 29.6 The Contract Agreement shall require to be executed within thirty (30) days from the date of issue of the Letter of Acceptance and commence the work
- 29.7 CMRL may operate either the whole of the contract or a part of it from the date of commencement of the contract. When only a part of the contract is made operational, the payment shall be made proportionately.**

30.0 Confidentiality

- 30.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the CMRL's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the CMRL. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of CMRL's information.
- 30.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to CMRL immediately on receipt of such queries and shall not divulge any information.

- 31.0 Damage To CMRL Property Or Private Life And Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the CMRL or the lives, persons or property of others from whatsoever cause in connection with

the works until they are taken over by the CMRL and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the CMRL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the CMRL may incur in reference thereto, shall be charged to the Contractor. The CMRL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

- 32.0 Right Of Way:** Right of way (within CMRL land) to the work site will be provided to the Contractor and his employees. They shall always carry their Photo identity card jointly signed by the contractor and authorized signatory of CMRL.
- 33.0 Coordination with other contractors:** The contractor for this package shall perform the works in coordination and in co-operation with other contractors working for CMR Land with the Security Control of CMRL.
- 34.0 Supply of Materials, Tools and Equipment:**
No material, tools, and equipment shall be supplied by the CMRL except otherwise specifically agreed to by CMRL.
- 35.0 Housing Facilities:** The Contractor shall have to make his own arrangements for housing facilities for his staff.
- 36.0 Supply of Water and Electricity:** CMRL shall make arrangements for the minimum provision of Water supply and Electricity necessary for the Security services.
- 37.0 Access Roads: Existing** roads and other public roads may be used by the Contractor to carry out activities, with prior approval of the competent authority.
- 38.0 Payment:**
- 38.1 All the claims shall be approved by the competent person. The payment will be effected within 21 days of submission of his claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable. No advances shall be paid to the Contractor. Tax deduction at source will be levied by CMRL as per the provisions of the statutes/acts of statutory bodies/local authorities etc. except when the contractor prior to release of payment submits valid and complete documents for Income tax exemption.
- 38.2 The monthly bills shall be paid only if it is accompanied by the proof of the following, but not limited to:
- i. Having paid due wages to all the workmen engaged in the provision of the services during the previous month (Copy of wage-slips to be enclosed.)
 - ii. Having deposited the contribution to PF, ESI etc with the concerned authorities for the previous month as per the relevant statutes (Copy of ECR challan from the PF/ESI authority along with muster roll to be enclosed.)
 - iii. Certificate from the official of CMRL regarding satisfactory performance during the period of the bill.

- iv. It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by CMRL officials or by any other official at any point of time.

39.0 Security Measures:

39.1 All vehicles used by the Contractor shall be clearly marked with the Contractor's name and identification mark.

39.2 Contractor shall submit the police verification of each employee and staff. In case the employee is replaced, then the contractor shall inform Station controller or CMRL nominated official in-charge and also submit the police verification of replacement. On every replacement, the contractor shall provide replacement form and get approval from the station Controller/nominated official in- charge in CMRL.

40.0 Carriage of Materials: No contractors' materials shall be carried by metro trains.

40.1 Facilities for Inspection: The Contractor shall afford CMRL and its Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection.

41.0 Indemnity By Contractors (Annexure-11):

41.1 The Contractor shall indemnify and save harmless the CMRL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the CMRL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same..

41.2 The Contractor shall ensure that his staff both male & female are always be polite, courteous to public, and they do not involve in eve teasing and do not cause sexual harassment of women anywhere. They shall be punishable under various provisions of The Sexual Harassment of Women at Work place (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013)

Chapter III

(A) SCOPE: SECURITY SERVICES FOR STAGE 1A OF CMRL.

1. The contractor should have the competence to provide the Security related for Stage 1A of CMRL.
2. Contractor shall be required to execute Security and Allied Services with its own suitable trained and uniformed manpower with the specifications as determined by CMRL.
3. The Contractor shall provide trained Security personnel and supervisors by deploying fail-safe measures, providing early warning and mobilizing trouble shooting elements thereby ensuring: -
 - a. Protection of CMRL's property, personnel, passengers and visitors against harm/theft/damage.
 - b. Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized construction, prevent squatting in CMRL Metro Station premises and , vandalism and throwing of garbage in CMRL's premises, prevent littering, spitting and ensuring cleanliness.
 - c. Undertake fire-fighting operations with available equipments and resources in situation of emergencies.
 - d. Regulate parking of vehicles in parking lots and around designed areas of CMRL.
 - e. Regulate the passengers while boarding and alighting the trains at platforms of stations.
 - f. Regulate entry of labour stations in orderly manner.

(B) DETAILED SCOPE OF WORKS IS GIVEN BELOW:

Item No.	Description of Activities
1	Shift-wise manning of each entrance.
2	Each entrance of stations shall be provided with Door Frame Metal Detector (DFMD) provided by the Contractor. Suspicious persons should be subjected to frisking by Hand Held Metal Detectors (HHMD) provided by the Contractor.
3	Each entrance of Depot shall be provided with Door Frame Metal Detector (DFMD) provided by the Contractor for allowing access to entry of CMRL officers, staff and visitors. Suspicious persons should be subjected to frisking by Hand Held Metal Detectors (HHMD) provided by the Contractor.
4	Each AFC gate array of stations shall be manned, who shall watch and ensure that only valid ticket/token/Card holders enter and exit properly.
5	Each X-Ray Baggage scanning machine, which shall be provided by CMRL, shall be manned by security personnel.
6	At least one security staff at each entrance shall be female, for physical frisking of suspicious females if any.
7	There shall be a security guard initially in each platform of the station in each shift. The guards shall ensure the safety of the passengers and orderliness among the passengers.
8	The Security Staff shall make perform on patrolling and shall make constant movements.
9	The Security staff shall watch, attend and properly deal with security risks like unattended / unclaimed objects, overcrowding, mischief by bullies, misbehaviour, miscreant activities etc.
10	The Security Staff shall watch and ensure that restricted areas are not entered by unauthorized persons and only persons with proper authority enter these areas.
11	Every Station has private area meant only for CMRL personnel. Public should not be permitted to enter these area. All entries in this area should be only with the prior permission of the authorized CMRL official.

12	The Contractor shall maintain Daily / Shift wise attendance register for the Security Staff and the supervisors.
13	Security staff and Supervisors must perform duties as per the SOP, if any, provided. They shall follow the directions of Security Control and Station Controller from time to time in regard to normal working of stations. The location of deployment and nature of duty of security staff may be altered by Station Controller or Security Control in the interest of smooth operation.
14	The Security staff shall issue entry pass and temporary access cards to visitors. Prior to issue they shall contact the concerned official/officer whether the visitor can be permitted. A register shall be maintained wherein the particulars of the visitors with name, address and phone numbers shall be entered by visitors with his signature, date and time of entry and exit.
15	The vehicles entering shall be thoroughly checked.



Chapter IV - SPECIAL CONDITIONS OF CONTRACT FOR SECURITY SERVICES

(These are in addition to what have been stated in General conditions and other parts of this document)

- 1.** The Security Staff and Supervisors deputed by the Contractor should be adequately trained in accordance with provisions under the Tamil Nadu Private Security Agencies Rules, 2008. **They shall be in possession of valid certificates under the Tamil Nadu Security Agencies Rules, 2008.**
- 2.** The Security Staff deputed shall be without any arms. Wooden or fibre Sticks or Lathis and whistles to the Security Staff shall be provided by the Contractor at their cost.
- 3.** Security Staff and Security Supervisors should be well versed in the operation of security equipment like Baggage Scanners, Door Frame Metal Detectors (DFMDs), Hand Held Metal Detectors (HHMDs), observation and operation of CC TV cameras and CCTVs etc.
- 4.** The Contractor shall provide two DFMDs and two Hand Held Metal Detectors at his own cost at the each entrance gate of every Stage 1A metro station and two DFMD (one for gents & one for ladies) and two HHMDs and one under-vehicle surveillance mirror at each entrance.
- 5.** CMRL may need additional manpower for security and supervision at short notices. The contractor shall arrange to supply the required additional manpower at advance notice of one day. For any additional manpower, the same can be arranged on need basis as projected by the concern departmental HOD's on approval from the Competent Authority of CMRL. The rates will be calculated accordingly as per the prevailing minimum wages on that date.
- 6.** At least 20% Security Staff posted at stations and Depot shall be females. Adequate female Security Staff shall be nominated in every shift to frisk female passengers carrying objectionable articles. Such passengers carrying objectionable articles shall be detained and the article shall be removed from being carried into paid areas / trains. In case of resistance from passenger, the passenger shall not be allowed entry into paid areas or trains, even if she is in possession of valid Token or Smart Card or any other means of access. The incident shall be reported immediately to Security Supervisor and Station Controller for further action.
- 7.** If male passengers are found carrying objectionable articles, he shall be detained and the article shall be removed from being carried into paid areas / trains. In case of resistance from passenger, the passenger shall not be allowed entry into paid areas or trains, even if he is in possession of valid Token or Smart Card or any other means of access. The incident shall be reported immediately to Security Supervisor and Station Controller for further action.
- 8.** No Security Staff shall be asked to continue after completion of his shift. Detention of Security Staff on overtime duty without prior approval of CMRL is liable for penalty of Rs.500/- per Security Staff on each such occasion.
- 9.** The number of Security Supervisors deputed by the Contractor shall be in accordance with the Tamil Nadu Private Security Agencies Rules, 2008.
- 10.** The security Staff should also assist and guide the passengers whenever required. They should be fully aware of the facilities available with CMRL for the passengers. They should be courteous and polite in their behaviour.
- 11.** They should be fully aware about the preventive security measures as well as measures to be taken when any untoward incident happens. They should know the chain of command including contact numbers etc. of the concerned officials in CMRL Security and Operations Department for immediate communication. They should be aware of contact numbers of hospitals, Ambulance services available etc. so that in emergencies they can rush the concerned for

medical aid without loss of time. They shall possess valid First Aid Certificate and shall render First Aid to needy passengers and staff as and when necessary.

- 12.** The requisite number of security Staff shall always man the duty areas and shall leave their duty only after the reliever takes over the duties. In case of short supply in the sanctioned strength and leaving the duty before arrival of the reliever, a penalty of Rs. 500/- per Security Staff per day will be levied.
- 13.** No person shall enter the paid area of the station without valid ticket or card and the same shall not be allowed by the security Staff. If any person is found in the paid area without such valid ticket or card, then the same shall be construed as failure in the duty of the security system provided by the contractor. Similarly no person shall enter the Rolling Stock Depot and Administrative office premises without authority/access control. If any person is found in the premises, without authority/access control, then the same shall be construed as failure in the duty of the security system provided by the contractor and shall be levied a spot fine of Rs.1000.00 in both the cases.
- 14.** Any breach of Conditions stipulated in the contract detected by CMRL officials shall attract a spot fine upto Rs.1000.00 per event.
- 15.** The Contractor shall maintain records of the activities of security checks, frisking etc, which shall be subject to inspection by authorised representative of CMRL.
- 16.** The Contractor's supervisors deputed to man the Security Control shall always be vigilant and carefully monitor the CCTV displays for any untoward incidents and intrusions at stations and locations in the Depot and initiate appropriate action. They should maintain a log book recording the events of day-to-day observations chronologically and action taken. In case of major untoward incident, they should send special report to CMRL's Security Officer.
- 17.** The Security Contractor shall maintain close liaison with local police and update themselves with law and order situations. They should proactively gather intelligence and update the CMRL's Security Officer.
- 18.** The movement of materials in and out of CMRL premises shall be only on proper memo and shall be recorded in the register maintained for the purpose.
- 19.** The Security Staff and Supervisors shall act as Quick Reaction Team in case emergencies.
- 20.** In the event of receipt of Security alerts, the Security Contractor should be able to deploy extra man-power to tackle the situation.
- 21.** The minimum wage rules as notified by the Ministry of Labour and Employment (GOI) Office of the Chief Labour Commissioner (GOI) should be taken in to account.
- 22.** The successful Agency will required to deploy at least 3 Ex-serviceman as Security Guards out of the total number of Security Guards indicated.
- 23.** The Personal deployed under the control shall not be less than 21 years of Age and not more than 50 years of age.

24. Shift timings

<u>Description</u>	<u>Shift</u>	<u>Timings</u>
a) Supervisor	General Shift with flexible timings	
b) Security Guard	Three Shifts	
	a. 1 st Shift	06.00 hrs to 14.00 hrs
	b. 2 nd Shift	14.00 hrs to 22.00 hrs
	c. 3 rd Shift	22.00 hrs to 06.00 hrs

- 25.** In case the quality of work is not satisfactory CMRL is at liberty to terminate the contract / work order a whole and Security deposit be forfeited. The agency will have no claims whatsoever on this account in CMRL.
- 26.** In case it is formal that the work done / Service provided is of inferior quality and proper care was not taken at the limit of execution of work/rendering service the Agency shall remain liable to pay compensation to the CMRL for the inferior works/services as determined by the CMRL. Such amount will be deducted from any sum due to the Agency including payments pertaining to any other work services with in CMRL contract.
- 27.** Agency will be fully responsible for any accident or mishap involving security engaged by the agency and shall make good the claims on CMRL if any claimed by victims of such incidents. The agency shall indemnify the CMRL for any claims arising out of accidents disabilities of any nature or death or claims out of provisions under all applicable laws or claims of any other nature in respect of all Security Guards engaged by the agencies. The agency will fully indemnify CMRL against all claims in this regard.
- 28.** The CMRL through its authorized officers is free to issue instructions required from time to time to carry out the assigned functions professionally. All such instructions received by the authorized representative on behalf of the agency shall be deemed to have been received by the agency with the scope of this order.
- 29.** The agency shall issue a formal appointment letter to all the Security deployed under the contract indicating the Name, designation, wage rate, amount of P.F both employees contribution and employee contribution as required under contract labour (R&A) Act 1940 and other labour enactments within 15days of deployment and submit copy of the same duly acknowledged by the appointed to the Manager for reference and records of CMRL. A list of employees deployed under the contract with their detailed bio data shall be made available to CMRL along with their passport size photo. Any subsequent changes should be informed immediately.
- 30.** The Agency shall issue photo ID cards to all its employee with the Agency's Logo, Name and designation of the employee deployed.
- 31.** The Agency should produce the Police Verification certificates irrespect of the antecedents of the personnel to be deployed within two weeks after the award of contract.
- 32.** The Agency shall be personally responsible for the conduct of his Security Guards and in case of any complaint against any of his guards.

33. The Agency shall keep in mind the rules and regulations of the CMRL in force and instructions issued from time to time while discharging the assigned services. The CMRL will be free to take action against the agency for violating the same.
34. The agency shall be liable to pay compensation for any loss and damage caused to the property of CMRL or its staff members / officers / visitors by the agency or his workers.
35. The Security Guard deployed by the agency should have minimum literacy level and should have passed SSLC/ 10th Standard.
36. The Security Guard so deployed shall have good physique and have his appearance of Security Guard.
37. If any Security Guard does not turn up or proceeds on leave or Absents himself / herself it will be the responsibility of the contractor to provide or suitable substitute from those names already given to CMRL with the verification certificate immediately to ensure uninterrupted services.
38. The Security personnel should wear uniform which should be provided by the contractor. The uniform should be such that even in a crowd the security Staff is conspicuous by his uniform. The uniform should also facilitate identification of the rank of the security person. All Supervisors and Security Staffs shall wear neat & smart Uniform (Shirt, Pants, Shoes, Cap etc.) with the logo of the Contractor's Firm. All Supervisory and Security Staff shall be provided with Name Badges & Identity Cards with photograph. A database of the Identity Card holders shall be kept updated. Necessary personal protective Equipment including winter clothing, raincoat etc. shall be provided by the contractor at their cost. A lane yard is to be part of uniform and a whistle is to be provided to the security guard on duty.
39. Functions in Supervisors:

The Supervisor shall be able to dissimilate his experience as a supervisor to control all the Security Guards deployed by the Agency. He must have qualification not less than a Graduate with relevant experience to handle this assignment. Irrespective of timings it is his duty to ensure punctuality and attendance of the Security Guards in respective area to service to ensure presence of required numbers of Security Guards in this respective shifts to make alternative arrangements in case of absence, persons on leave, so that assigned work should not be hampered, to carryout quality performance checks of all the Security Guards at frequent intervals and put in place the corrections measures as may be required. He shall act as a key person to receive instructions from time to time from CMRL and act upon them.
40. The Agency shall provide two sets of Uniforms to these Security Guards as approved by CMRL and ensure that each security guard while on duty always wear neat and tidy uniform. Fine will be imposed on the Agency if the workers and found without proper uniform.
41. I. D. Cards for Security Guards: The contractor shall issue identity cards to the Security Guards and supervisors. The security guard needs to display his ID card while on duty. Any Security Guards found without identity card will not be permitted to enter the premises.
42. The Security Guard provided by the Agency should have good knowledge of Tamil for conversation as well as reporting purpose and should have adequate skills to manage the crowds/Public in paid area and unpaid area.

43. Specification of Hand Held Metal Detector:

S.No	Descriptions
1	Dimensions: Length: Max- 500 mm Prop width: Max – 120 mm Body width: Max – 65 mm
2	Weight : Max-500 gms
3	Rechargeable with NIMH 9 Volts Battery minimum (150 mAh) , should run minimum 40 hrs on single charge on 100% detection rate.
4	Battery protection: To be provided against damage due to reverse polarity.
5	Indication: Single LED based audio and multiple indication for: i. Switch on ii. Metal Detection iii. Low battery indication
6	Operation: Single push button operation
7	Construction: should be rugged and impact resistant ABS moulded casing
8	Scan Rate: minimum 3” to 24” per second
9	Detection: Should be able to detect ferrous and non-ferrous metals <ul style="list-style-type: none"> • Pistols .22 at min 6” • Cartridges .22 at min 2” • Razor Blade at min 1”
10	Tuning: Automatic to ensure equal result on wide range of metal and alloys

44. Specification of Door Frame Metal Detector

S.No	Description
1	It should be capable to detect both ferrous and non-ferrous metals
2	Passage Dimensions Height – 200 cm approx. Breadth – 72 cm Width – 57 cm
3	Weight 90 kg
4	Power Supply 220 +/- 10 VAC, 50 Hz, 12-24 VDC, should be provided with internal battery (metal locator), low battery indication.
5	Alarm Acoustic and optical alarm with alphanumeric display, height on person bar display (metal locator), low battery indication
6	Sensitivity Wide range of sensitivity setting and fine tuning, zone-wise sensitivity setting required.
7	Zones Not less than six zones, covering full height of the instrument.
8	Calibration Manual and automatic by built in key pad and by remote control via a serial/wireless link. All functions should be programmable and controlled by a micro-processor.
9	Counter Intelligent Traffic Counter for Transit
10	Detection Uniform from top to bottom
11	Throughput rate 25 people per minute
12	Multiple metal Should be able to detect multiple metal objects of various size in all the zones simultaneously.
13	Protection Conform to relevant electric safety standard (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment)
14	Other features a. High discrimination between small masses and personal metallic objects

		<ul style="list-style-type: none"> b. Automatic synchronization for DFMDs located close to each other up to a distance of one foot side by side c. Programming protected by password. d. Magnetic field should be harmless to magnetic media, electronic devices (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment, wearers of heart-peacemakers and pregnant women(by Govt. recognized medical institute) e. Should not be affected by heavily reinforced floors f. Should not be affected by external RF transmission and EMI. (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment)
--	--	---

45. Schedule of the Work

a. The Deployment of Security Staff at Little Mount

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u>	1	1	--	2
	Parking AGS Church Side Hot Bread Side (Two wheeler)	1	1	1	3
2	Intermediate Level Equipment room Both side corner	0	0	--	0
3	<u>AFC Gate</u>				
	Frisking	1	1	--	2
	DFMD	1	1	--	2
	Scanning	1	1	--	2
4	Link Bridge (Paid Area)	0	0	0	0
5	Platform Level	0	0	0	0
	Total	5	5	1	11

b. Guindy Metro

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u>				
	Parking	2	2	1	5
2	Concourse AFC Gate (2)				
	Frisking	1	1	--	2
	DFMD	1	1	--	2
	Scanning	1	1	--	2
2	MEP level Both side	0	0	0	0
4	Platform Level	0	0	0	0
	Total	5	5	1	11

c. Alandur

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	Platform 1 st Level	0	0	0	0

d. Nanganallur

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u> Entrance (2 entries)	1	1	1	3
2	<u>Concourse</u> AFC Gate Frisking	1	1	--	2
	Scanning	1	1	--	2
	DFMD	1	1	--	2
3	Platform	0	0	0	0
	Total	4	4	1	9

e. Meenambakkam

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u> Parking	0	0	1	1
2	<u>Concourse</u> AFC (2Gate) Frisking	1	1	--	2
	DFMD	1	1	--	2
	Scanning	1	1	--	2
3	Platform	0	0	0	0
	Total	3	3	1	7

f. Airport

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u> Entries (2)	1	1	1	3
2	Lift and Staircase (Dedicated for Airport Authority)	0	0	0	0
3	<u>Parking (for Two Wheeler)</u> Airport	0	0	0	0
	CMRL	2	2	1	5
4	<u>Concourse AFC Gate (2)</u> DFMD	1	1	--	2
	Scanner	1	1	--	2
	Frisking	1	1	--	2
	Connective Tube	0	0	--	0
5	Platform	0	0	0	0
	Total	6	6	2	14

g. St. Thomas Mount Metro

Sl.No.	Location	1 Shift (6 am to 2 pm)	II Shift (2 pm to 10 pm)	III Shift (Night Shift) (10 pm to 6 am)	Total
1	<u>Street Level</u> Parking (4 Wheeler) (2 Wheeler)	2 0	2 0	1 0	5 0
2	<u>Concourse AFC Gate</u> Frisking DFMD Scanning	1 1 1	1 1 1	-- -- --	2 2 2
3	<u>Platform Level</u>	0	0	0	0
	Total	5	5	1	11

Chapter V

TECHNO-COMMERCIAL BID - PACKET-A

Covering Letter Comprising the Bid

Dated:

To
Director (Systems & Operations)
Chennai Metro Rail Limited,
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu, Chennai – 600107.
Tamil Nadu.

Dear Sir,

1. With reference to your Bid Document for provision of security services for Stage IA Metro Stations, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid along with the Bid documents for the award of License. The Letter and the Bid is unconditional and unqualified.
2. I/ We acknowledge that CMRL will be relying on the information provided in the Bid and the documents accompanying this Bid for qualification of the Bidder(s) for the award of License, and I/we certify that all information provided in the Bid and its Annexures is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
4. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by CMRL;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that CMRL may cancel the Bidding Process at any time and that CMRL is neither bound to accept any Bid that CMRL may receive nor to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with the Bid Document.
8. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the Bid Document; we shall intimate CMRL of the same immediately.

9. I/We undertake to conduct third party audit by an independent agency every six months along with regular in-house audit and submit the compliance report in a specified time we also undertake no compliance will be rectified and report submitted.
10. I/We understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the Bid Document, I/We shall be debarred by CMRL for further participation in the similar future contracts/licenses of CMRL for a period of five (5) years.
11. The power of attorney for signing of Bid is enclosed.
12. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I/We have studied all the Bidding Documents carefully and we understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
14. The techno-commercial/Price Bid has been submitted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, draft License Agreement, my/our estimates of costs and all the conditions that may affect the Bid.
15. The Earnest Money in the form of a Demand Draft / Banker's Guarantee of a Public Sector Bank, payable at Chennai approved by Reserve Bank of India is attached.
16. I/We agree and understand that the Bid is subject to the provision of the Bidding Documents. In no case, I/We have any claim or right of whatsoever nature if the License is not awarded to me/us or my/our Bid is not opened.
17. I/We agree to keep my/our Bid valid for 180 days from the Bid Due Date specified in the Bid Document.
18. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
19. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the License Agreement till the expiry/termination of the License Agreement.

In witness thereof, I/ we submit this Bid along with our Bid under and in accordance with the terms of the Bid Document.

Yours faithfully,

Name and seal of the Bidder.
Date:
Place:

(Signature)
Name and Desgn. of authorised signatory:

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we _____ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), _____ son / daughter / wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful Attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the license for "Provision of Security Services for Seven Metro stations of Stage 1A" for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all Bids and other documents and writings, participate in bidders and other conferences and providing information /responses to CMRL, representing us in all matters before Chennai Metro Rail Limited, (CMRL) signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid and generally dealing with CMRL in all matters in connection with or relating to or arising out of our Bid for the award of License to us and / or till the entering into of the License Agreement with CMRL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the Powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20____

For _____ (Signature, name, designation and address)

Witnesses:

(Z)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a Board or shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder along with bid document at the time of executing the agreement.

BANKER'S GUARANTEE FOR EMD

In consideration of the Chennai Metro Rail Limited (hereinafter referred to as **CMRL**) having agreed to accept from[here in after called "the said Bidder(s)"] earnest money in the form of Guarantee Bond, under the terms and conditions of Tender No: SEC-01-Stage 1A-2016 for provision of security services of Stage IA Metro Stations in connection with by the said Bidder of the stipulation to keep the offer open for acceptance for a period of days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfilment of the contract on acceptance of the tender on production of a Bank Guarantee for Rs. 1,17,000 (Indian Rupees One Lakhs Seventeen Thousand only), we,..... Bank Ltd., do hereby undertake to pay on demand to the CMRL, the sum of Rs. 1,17,000 (Indian Rupees One Lakhs Seventeen Thousand only) in the event of the said tender having incurred of the forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender. We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that CMRL shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of CMRL in writing.

Dated.....day of

ForBank Ltd.

TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER

S. No	Techno-Commercial Criteria	. Details	Page Nos.
1	Year of Incorporation of the Business (as determined from attached copy of Certificate of Incorporation / Partnership Deed or any other document like attested copy of Income Tax returns or a copy of any contract issued to the bidder by a government agency / body / public sector undertaking):		
2	Average Annual Turnover of the bidder from business in the preceding 3 financial years (as in Form Tech-1 attached to this annexure).		
3	Certificate of License under Tamil Nadu Private Security Agencies Rules, 2008. Please attach photocopies duly self attested.)		

Note:

1. CMRL will evaluate and award Techno-Commercial score to all eligible bids based on evaluation criteria indicated as above
2. Bids with alterations shall be attested by the Bidder.

I/We _____ do hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be found by the acts of my/our duly constituted attorney.

I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, CMRL will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

Seal

(Signature of the Bidder)

Name:

Address:

Date: _____

Turnover of the bidder

The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows.

Financial Year	2011-2012	2012-2013	2013-2014	Average
Turnover in INR				

(Bidders Signature and Date)

Name of the authorized signatory:
Name of the Bidder:
Bidders Seal

(Chartered Accountant's Signature & Date)

Name of the CA:
Chartered Accountant's Seal
CA Registration Number:
CA's Address:
CA's Telephone / Fax Number

ANNEXURE-5

Mandatory Information to be submitted for Eligibility of the Bid

1. The form below should be filled by Bidder along with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

S.No.	Techno-Commercial Criteria	Details (to be filled by the bidder)	Page Nos.
1.	Name of the Bidder		
2.	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.		
3.	Full address of the Bidder with Telephone No. and Fax No.		
4.	Details of Earnest Money for Amount Rs. _____ (Rupees _____ only) in the form of Public Sector Bank Draft in favour of Chennai Metro Rail Limited, payable at Chennai		
5.	Specify the Legal Status of Bidder : Company / Partnership Firm / Individual		
6.	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business		
7.	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. duly attested by Notary		
8.	PAN of the Bidder (Please enclose the attested photocopy of PAN card issued by Income Tax Department)		
9.	Service Tax / VAT Number of the Bidder (Please enclose the attested photocopy of Service Tax / VAT Registration Certificate issued by relevant authorities)		
10.	PF Registration of the Bidder (Please enclose attested photocopy of Provident Fund Commissioner)		
11.	Turnover of the Bidder for the preceding three years, viz., 2011-12 2012-13 and 2013-14 (Please enclose a statement duly certified by Chartered Accountant)		
12	Agency License under the Tamil Nadu Private Security Agencies Rules, 2008.		

Note:

1. The Details as required in must be submitted with supporting documents for each of criteria mentioned at each rows.
2. Bids with alterations shall be attested by the Bidder.

I/We _____ do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

I/We _____ do hereby declare that I/We have not been penalised for poor quality of work during the last five years.

I/We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, CMRL will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

I/We _____ hereby declare that I/We have not been black list by any Govt/Semi Govt/PSU/Metro railway or any other organisation.

(Signature of the Bidder)

Date:

Name:

Address:

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: SEC-01-Stage 1A-2016 for provision of security services of Stage IA Metro Stations

I / We, hereby affirm, after careful study of the tender documents confirm, the rights of CMRL to have a third party audit in the course of the license period and the result of such audit is binding on us.

**Authorized Signatory
(Name)**

Seal

**Date:
Place:**

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: SEC-01-Stage 1A-2016 for provision of security services of Stage IA Metro Stations

This is to confirm and certify that I / We, in the process of bidding this tender, not have engaged any middleman or agency to advance our tender.

Authorised Signatory

(Name):

Seal

Date:

Place:

CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED

S.No	Details / Documents submitted	Please state 'yes' or 'no'.
1	Have you attached Receipt or acknowledgement towards payment of Tender Document cost or have you attached Bank Draft for the amount of Tender Document Cost.	
2	Have you attached Bank Draft or Banker's Guarantee towards EMD. (Proforma Bankers' Guarantee for EMD in Annexure-3).	
3	Have you submitted Covering letter for Packet-A in your letter head as in proforma given in Annexure-1.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-2.	
5	Have you attached details of Techno Commercial experience as in Annexure-4 along with details furnished as in Form Tech-1.	
6	Have you attached mandatory informations for eligibility of the Bid with all certified copies as stated vide Annexure-5.	
7	Have you attached undertaking for Third Party Audit agreement as per proforma in Annexure-6.	
8	Have you attached Certification for non-engagement of middlemen or agent as per proforma in Annexure-7.	
9	Have you signed all pages of the Tender Document. (To be signed by the authorised signatory as per the Power Attorney given in Annexure-2).	
10	Have you <u>quoted rate per annum</u> in the Financial Bid as per proforma given in the document (Packet-B).	

Seal of the Bidder

Signature:.....

Name of Authorised signatory:.....

Date

**INITIAL FILTER CRITERIA
(On Company's letter head)**

S.No	Criteria	Yes	No
1	Has the Bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organisation ever been terminated due to poor performance?		
3	Has the Bidder's Security Deposit for any contract has ever been forfeited in any Government / Semi-government/ PSUs/ Metro Railways?		
4	Has the Bidder been involved in frequent litigations in last five years?		
5	Has the Bidder suffered insolvency/bankruptcy in the last five years?		
6	Has the Bidder been blacklisted by any organisation?		
7	Has any misleading information is given in the tender?		
8	Is the Bidder is financially not sound to perform the work?		
9	Is the Bidder's net worth negative?		
10	Has the Bidder failed to certify that no middlemen has been or will be engaged or that any commission has been or will be paid?		
11	Do the documents submitted reveals that any commission has been or will be paid?		

Note: 'Yes' answer to any of the above 1 to 11 points shall disqualify the Bidder. The Bidder should also enclose the following undertaking on Rs.100/- Non-Judicial stamp Paper duly notarised as per the format given below along with the Technical Bid.

[ON NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]

UNDERTAKING FOR INITIAL FILTER CRITERIA

Sub: - Tender for provision of Security Services for Stage 1A metro stations

- I, Mr./Ms. _____ (Authorized Signatory) on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.
- CMRL is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then CMRL may annul the award and forfeit our EMD (if any held with CMRL) and Performance Security (if any available with CMRL). Further, in such a case, we may be banned for future tenders of CMRL.

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Seal of the Authorized Signatory

Date:

Performance Bank Guarantee Bond

Managing director,
CMRL.

1. In consideration of the "CMRL" having agreed to accept from _____ (hereinafter called "the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated _____ made between _____ and _____ (hereinafter called " the said License Agreement") the Performance Guarantee for the due fulfilment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we,
 - a. _____ (indicate the name of the Bank hereinafter referred to as "the Bank) at the request of _____ Contractor/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CMRL stating that the amount claimed is by way of loss or damage caused to or suffered by the CMRL by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the CMRL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/suppliers (s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department of CMRL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date of completion + 6 months) we shall discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) further agree with the CMRL that the CMRL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the CMRL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Contractor/s or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Contractor(s) or such any

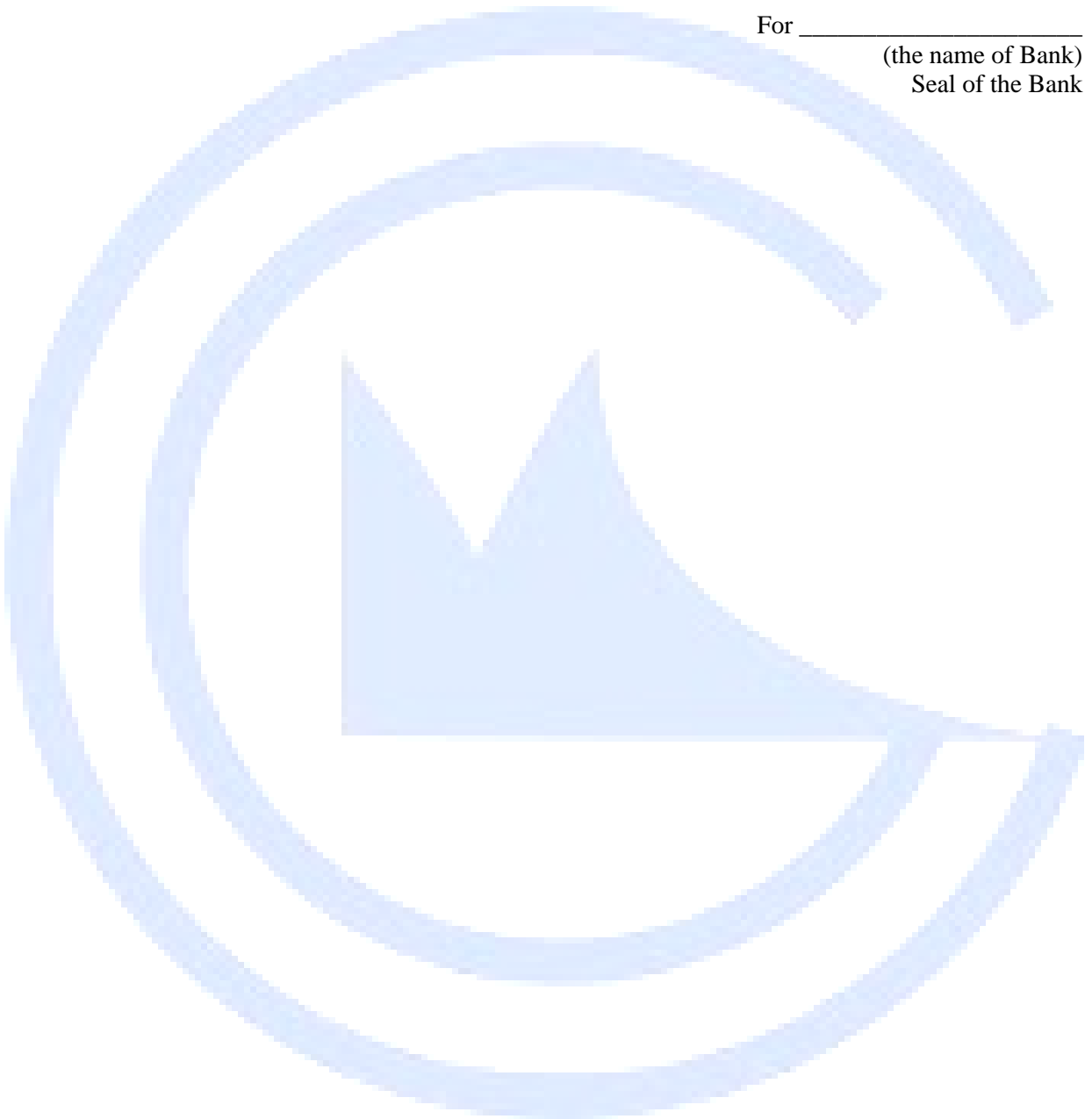
matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) Supplier(s).

7. We, _____ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing.

Date this _____ day of _____ 2016

For _____
(the name of Bank)
Seal of the Bank



INDEMNITY BOND

This Indemnity is made and executed at _____ on this _____ day of _____ 20__ by

M/s. [Thiru/Tmt/Selvi] _____ represented by its Managing Director, _____, son/daughter of _____ having administrative Office at _____ hereinafter called INDEMNIFIER – CONTRACTOR

AND

IN FAVOUR OF (name and address) _____ hereinafter called INDEMNIFIED – CMRL, (Chennai Metro Rail Project)

The terms ‘INDEMNIFIER-CONTRACTOR’ and the ‘INDEMNIFIED – CMRL’ unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby **irrevocably agree to indemnify and say harmless** the CMRL from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the works. This indemnification obligation include but not to be limited to claims, damages, losses, damage-proceedings, charges and expenses which are attributable to

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials, or any subcontractor or any tier.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to CMRL without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of CMRL as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Contractor(s) have put their signature(s) in the presence of the witnesses.

(Name, signature of Managing Director/Managing Partner, date& address of Contractor)

1. WITNESS: NAME & ADDRESS

2. WITNESS: NAME & ADDRESS

Chapter VI – FINANCIAL BID (Packet – B)

FINANCIAL BID (To be submitted by the Bidder on their letter head)

To
Director (Systems & Operations),
Chennai Metro Rail Limited,
CMRL Depot, Admin Building
Poonamallee High Road,
Koyambedu, Chennai – 600107.
Tamil Nadu.

Sir,

SUB: Provision of Security Services for Stage 1A metro stations, vide Tender No.: SEC-01-Stage 1A-2016.

We, the undersigned, offer to provide Security Services for Seven Stations of CMRL in Stage 1A accordance with your Document and our Techno-Commercial Proposal. I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us. I/We have duly signed on each page of the Bid Document. I/We further certify that we are ready to provide Security for Seven Stations of Stage 1A, within the timeframe given by the CMRL and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.

I/We understand that CMRL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

S.No.	Activity	Annual Value in Rupees in figures	Annual Value in Rupees in words
1	Gross Salary of Security Supervisors per annum		
2	Gross Salary for Security Staff per annum		
3	Charges for provision of HHMDs per annum		
4	Charges for provision of DFMDs per annum		
5	Charges for provision of females' Frisking Booths per annum.		
.6	Charges for provision of Under Vehicle inspection mirror per annum.		
7	Our total cumulative annual quote (in Indian Rupees) excluding Service Tax		
8	Our Total cumulative annual quote (in Indian Rupees) including Service Tax		

Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid Document.

NOTE:

- i. Bids with overwriting, correction or insertion in the table above shall be attested by the
- ii. Authorised Signatory.
- iii. Any statutory variation in Service Tax shall be borne by CMRL.
- iv. **The total variation shall not exceed thirty percent (30%).**

Yours sincerely,

Rubber Stamp

.....
(Signature of Authorized Signatory)

of the Firm

Name and Title/Designation of Signatory:

Name and Address of the Firm:

.....



Chapter VII - EVALUATION CRITERIA

1. Opening and Evaluation of Bids

- a. CMRL shall open the Bids at 1600 hours on the Bid Due Date, at the place specified in the presence of the Bidders who choose to attend. However, Bid for which a notice of withdrawal has been submitted it shall not be opened and shall be returned to the bidders unopened.
- b. CMRL will subsequently examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Techno-Commercial as well as financial yardsticks indicated hereunder.
- c. To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2 Test of responsiveness

Prior to evaluation of Bids, CMRL shall determine whether each Bid is responsive to the requirements of the Document. A Bid shall be considered responsive only if:

- (a) it is received as per formats (Packet-A) & (Packet-B),
- b) it is received by the Bid Due Date including any extension thereof,
- c) it is signed in all pages and, sealed,.
- (d) it is accompanied by the Power(s) of Attorney as the case may be;
- (e) it contains all the information and documents(complete in all respects) as requested in this Document and/or Bidding Documents(in the formats same as those specified);
- (f) it contains a copy of the receipt for payment towards the cost of this Document .
- (g) It is accompanied by the receipt of Earnest Money of Rs. 1,17,000 (Rupees One Lakh Seventeen Thousand only) in the form of Bank Demand Draft drawn on any Scheduled Bank in India / by Bank Guarantee from a Scheduled Bank approved by Reserve Bank of India.
- (h) it does not contain any condition or qualification; and

2. CMRL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.

3 Evaluation

- a) Such bids which clear the 'test of responsiveness' at para above, will be called "responsive bids" and only "responsive bids" shall be considered for evaluation. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the delegation of powers decided by CMRL. No Bidder shall have the right to challenge the decision of the Committee.
- b) Contacts during Bid Evaluation Bids shall be deemed to be under consideration immediately after they are opened and until such time CMRL makes official intimation of award/ rejection to the bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.

4. Selection Process

The responsive bids shall be evaluated in the following manner:

39.3 Scrutiny of bids for Minimum Eligibility. Such bids that meet with the eligibility criteria will be called “eligible bids”

39.4 The eligible bidders will be evaluated techno-commercially.

5. Financial Bids will be opened for “techno-commercially qualified” bids only. The date, time and venue of opening of price bid will be intimated only to the “techno-commercially qualified bidders”.

6. After selection, a Letter of Award (the “LOA”) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within 3 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money of such Selected Bidder as mutually agreed genuine pre-estimated loss and damage suffered by CMRL on account of failure of the Selected Bidder to acknowledge the LOA. It is clarified that in case the Selected Bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of CMRL for a period of five (5) years.

7. After acknowledgement of the LOA as aforesaid by the Selected Bidder, The Contractor (Selected Bidder) shall be required to submit a Security Deposit as per Article 5 of the Master License Agreement

8. It shall then execute the License Agreement, as per Master License Agreement with CMRL within the period of 30 days of the receipt of the LOA. The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.

Chapter VIII - MASTER LICENSE AGREEMENT

Between CMRL

And THE CONTRACTOR

Date: _____

MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement"), is executed at Chennai on this _____ day of _____ 20_____,

BETWEEN

"Chennai Metro Rail Limited (hereinafter referred to as CMRL)" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its officers permitted assigns) as part of the First Part;

AND

_____, a company incorporated under the laws of _____ and having its registered office at _____ (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Contractor) as party of the Other Part; "CMRL" and "Contractor" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS:

- A. CMRL has called for provision of Security Services for Stage IA Metro stations
- B. The Contractor, inter-alia, is currently engaged in the business of such services;
- C. CMRL, pursuant to the Bid dated -----, has -floated a Bid for the license for Providing Facility management services, on the basis of the evaluation of the various bids received by CMRL, including the bid response by the Contractor, CMRL has confirmed to the Contractor that it is established as the 'Selected Bidder' on the basis of the commercial and Techno-Commercial evaluation;
- D. In terms of the Bid, the submissions of the Contractor and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1 - SCOPE OF THE AGREEMENT

- 1. The parties agree that the scope of services shall be principally to this Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions scope of services to be rendered by the Contractor.
- 2. It is further agreed by the parties that the scope of services as set forth by CMRL in the Bid Document shall integrally form part of the scope of services for the Contractor.

ARTICLE 2- COMMENCEMENT OF OPERATION UNDER THE LICENSE

- 2.1** Pursuant to the scope of services to be provided by the Contractor, the parties agree that the plan for the commencement of operations shall be undertaken by the parties. It shall be the duty and the exclusive obligation of the Contractor to propose the plan for commencement of operations which shall be subject to the approval by CMRL. Any changes suggested by CMRL in the proposed plan for commencement of operations (by the Contractor) shall be also duly implemented by the Contractor prior to commencement of operations.
- 2.2** Given that the plan for commencement of operations would require considerable assessment and planning by both parties, the parties agree that the plan for commencement of operations shall be in conformity and compliance with the Bid and/or the response thereto by the Contractor.
- 2.3** The Contractor hereby represents and undertakes that Contractor shall be bound to comply with all submissions, commitments & representations made in response to the Bid unless agreed otherwise in this Agreement.

ARTICLE 3 -TENURE OF THE AGREEMENT

The Tenure of the Agreement will commence on the Commencement Date which has been agreed by the parties for a period of 3(three) years, on completion of 3 years, one renewal for a period of 1 year may be given subject to satisfactory performance.

ARTICLE 4 -FINANCIAL TERMS AND CONDITIONS

In consideration of the provision of the services and the Bid submissions of the Contractor, the CMRL shall pay to CONTRACTOR an agreed sum of Fee.

4.1 Payment of taxes

Contractor, thus, agrees that all taxes payable on account of the grant of license shall be borne by the Contractor exclusively and that the CMRL shall not be responsible towards the same at any time during the term. Furthermore, in the event that any new tax is imposed or an existing tax enhanced under a governing law upon the services/deliverables of the Contractor, then the Contractor; shall be also borne by the Contractor exclusively except service tax.

4.2 Mode of Payment

Any payment payable by the Contractor to CMRL under this Agreement shall be paid through the Contractor's own account vide demand draft made in favour of CMRL except where specific alternatives have been incorporated in the Bid Document.

4.3 Recovery of outstanding dues:

Notwithstanding anything contained in this Agreement, the CMRL shall be at liberty to receive any payments /outstanding dues including penalties against the Contractor from the Security Deposit provided by the Contractor after which CMRL shall communicate to the Contractor of the deduction from the Security Deposit. In such an event, the Contractor shall be obligated to ensure that the Security Deposit is restored to its original value within ten (10) working days from such deduction failing which the same shall be deemed as material breach by the Contractor and entitle the CMRL to terminate this Agreement.

Note: This will be evoked when there are no sufficient payments due from the CMRL.

ARTICLE 5 - PERFORMANCE SECURITY DEPOSIT

- 5.1 As mentioned elsewhere in this Agreement, the Contractor shall furnish to CMRL (in the manner and form acceptable to CMRL) a Security Deposit for an amount equal to 10% (ten percent) of the Total License Fee for the entire duration of the License, 21 (twenty one) days prior to the Commencement of License.
- 5.2 Security Deposit shall be paid in the form of Bank Draft / irrevocable Bank Guarantee (PBG) / Cash. The said BG shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided at valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement. CMRL agree to discharge the bank guarantee within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Contractor. The Contractor shall bear the cost of the bank guarantee it provides to CMRL.
- 5.3 Notwithstanding anything mentioned to the contrary in this Agreement, upon any default or breach of obligations by the Contractor under the Agreement, CMRL may at its sole discretion draw upon the Performance Security Deposit to satisfy its claims against the Contractor by way of imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

ARTICLE 6 - RIGHTS AND OBLIGATION OF THE CONTRACTOR

6.1 General

- a. The Contractor hereby agrees to fulfill all the commitments made in its response to the Bid.
 - b. Without prejudice to the aforesaid, it is represented by the Contractor that all services will be performed in a professional manner by its personnel.
 - c. The Contractor represents and warrants that during the Term of this Agreement, the Contractor shall at all times be responsible for ensuring that the service are undertaken with utmost care and diligence,
 - d. Furthermore, the Contractor represents and warrants that all Techno-Commercial and commercial requirements set forth in the Bid are met by the Contractor and that it shall be bound by all its representations and submissions.
- 6.2 **Certificates/Permissions:** The Contractor shall obtain necessary certificates/permissions required by law or as required as per the local regulations from the competent authority obtain the necessary certificates/permissions, the Contractor will be solely responsible for its penalty and consequences.
- 6.3 **No unlawful/illegal activity:** The Contractor and/or its staff shall not carry on any unlawful, immoral or illegal activity at the stations and Depot. It is clarified that if the Contractor suffers any loss or damage on account of the Contractor being restrained by the CMRL or any other competent authority for indulging in illegal activities or any contravention of any law, the Contractor shall not be entitled to any compensation whatsoever.
- 6.4 **Presence of Contractor/authorized Supervisor:** The Contractor or a duly authorized and competent Supervisor appointed and paid by the Contractor shall remain present in person to manage or supervise the services to be carried on under the provisions of this agreement and to ensure that the obligations of Contractor under the Agreement are duly performed and observed. The name(s) of the Supervisor will be advised by the Contractor to the CMRL from time to time.
- 6.5 **Provision of equipment:** The Contractor will arrange his own equipments other than those provided for baggage scanning.

6.6 Damage to CMRL property and equipment:

The Contractor shall be responsible for any damage caused to the property and equipments provided that, such damage should arise due to the acts of omission or commission of the staff of the Contractor

6.7 Handing over of Premises on expiration/termination of the Agreement:

Upon expiration or early termination of this Agreement the Contractor shall immediately vacate the premises and shall deliver the vacant possession along with the CMRL' fixtures and fittings therein in good condition.

6.8 Information: The Contractor shall furnish all information, records, within fifteen (15) days as may be required by the CMRL from time to time, failing which the CMRL reserve the right to impose suitable penalties on the Contractor including termination of the Agreement.

6.9 Compliance of Instructions:

The Contractor shall comply with any other instructions issued by the CMRL from time to time as may be necessary to ensure better services.

ARTICLE 7 -RIGHTS AND OBLIGATIONS OF CMRL

7.1 General:

- a. It is agreed by CMRL that the principal obligation upon CMRL towards the Contractor under the Agreement, shall be to render assistance (as mutually agreed by the parties) to the Contractor during the finalization of the plan for commencement of operations.
- b. The CMRL shall have the right to inspect/check the services provided by the Contractor for reviewing its standards, quality. In case of unsatisfactory performance or complaint of any nature, the CMRL will be entitled to initiate the suitable action against the Contractor including termination of this Agreement as per the terms and conditions of this Agreement.

7.2 Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:

- a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the CMRL (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the CMRL under this Agreement or otherwise, the CMRL reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor.
- b. The Contractor agrees to make good all cost and expenses, if any incurred by the CMRL for making the substitute arrangements referred to above.

7.3 Customer's feedback: The CMRL shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Contractor's services.

ARTICLE 8 - PROPRIETARY RIGHTS

8.1 For purposes of this Agreement, it is agreed by the parties that the respective proprietary rights of each party at the time of execution of this Agreement shall remain as the sole and exclusive rights of that party

8.2 If any property of either party is to be used by the other party for purposes of provision of services under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and Term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and Term of this Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes.

8.3 Notwithstanding the other provisions of this Article, the Parties agree not to use any trademark or service mark of the other party unless the same is under written consent of the owning party.

ARTICLE 9–CONFIDENTIALITY

9.1 It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.

9.2 In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc, of its systems and operations shared by CMRL with the Contractor, shall be regarded as part of confidential information by the Contractor.

ARTICLE 10 -AUDIT RIGHTS

10.1 CMRL being the service beneficiary under the Agreement shall have audit and inspection rights upon the Contractor during the entire Term of this Agreement.

10.2 CMRL shall have the right to conduct periodic audits in the stations and Depot along with audits of the facilities of the Contractor at regular intervals. Such audits shall include the audit of Techno-Commercial and performance records of the Contractor which may be based on passenger feedback and other parameters set forth by CMRL.

10.3 In addition to the audit rights under Article 10.2 herein above, CMRL shall have the right to audit particular performance records of the Contractor including payment records, etc.

10.4 Each audit team of CMRL shall be nominated by CMRL administration exclusively and the Contractor shall not be intimated any audit visits by CMRL. The location, time, etc. of the audit shall be decided by CMRL exclusively and costs relating to the audit shall be borne by CMRL. The parties also agree that upon the conclusion of each audit, representatives of both parties are to mutually sign on the observations.

10.5 In the event that any audit by CMRL reveals any discrepancy as determined by CMRL, the same would then be communicated by CMRL in writing to the Contractor; who shall be under obligation to comply with the audit results/directions of CMRL within 30 days of receipt of written communication from CMRL.

ARTICLE 11 -INSURANCE & INDEMNITIES

11.1 During the Term of this Agreement, the Contractor will obtain and maintain at its own expense, adequate insurance with regards all its obligations under this agreement including insurance for **Commercial General Liability** (CGL) insurance covering bodily injury or death suffered by third parties (including the CMRL's personnel) and loss of or damage to property (including the CMRL's property), **Professional Indemnity Insurance** covering for the financial consequences of professional negligence following a breach of professional duty by way of neglect, error or omission, additionally, cover shall also be provided in respect of any legal and other costs and expenses incurred and **Workers' Compensation** in accordance with the statutory requirements applicable in the country where the facilities or any part thereof is executed. The CMRL name should be mentioned under all insurance policies taken out by the

Contractor except for workers' Compensation Insurance. The Contractors' Sub-Contractors name also be named under all the insurance policies taken out by the Contractor.

- 11.2** The Contractor agrees to indemnify, hold harmless and defend CMRL from any and all losses, claims, actions, damages, liabilities, costs and expenses, including Attorneys' fees that may be claimed upon or incurred by CMRL due to breach or violation or non-compliance of the terms of this Agreement by the Contractor. The aforesaid indemnity granted by the Contractor can be invoked by CMRL at any point of time during the tenure of the Agreement and the same shall be complied with by the Contractor forthwith without any delay, protest or demur.
- 11.3** The Contractor accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Contractor, his workmen, servants and agents. The Contractor shall indemnify the CMRL from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the CMRL as aforesaid shall be deemed to be money payable to the CMRL by the Contractor and in case of failure by the Contractor to repay the CMRL any money paid by it as aforesaid within fifteen (15) days after the same have been demanded by the CMRL, the CMRL shall be entitled to recover the same from the Security Deposit. The Contractor shall be solely responsible for consumer complaints and in case of any direction/judgment from Consumer Court(s); the Contractor shall be solely responsible for fulfilling the requirements.
- 11.4** In case the Contractor suffers any loss on account of it being restrained by the CMRL or any competent authority for indulging in illegal activities or any contravention of law, the CMRLs shall not be liable to pay any indemnification/compensation to the Contractor. CMRL shall bear no liability in case of loss/damage to the Contractor's moveable/immovable property, if any, due to accidents.
- 11.5** The Contractor shall, at all times indemnify the CMRL against all claims and penalties which may be suffered by the CMRL or its employees by reason of any default on the part of the Contractor or its staff in due observance and performance of provision of:
- i. The Contract Labour Act (1970)
 - ii. Minimum Wages Act 1948
 - iii. Weekly Holidays Act 1942
 - iv. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
 - v. The Payment of Wages Act, 1936
 - vi. Hours of employment Regulations
 - vii. The Employees Compensation Act, 1923
 - viii. The EPF Act
 - ix. The Bonus Act
 - x. The ESI Act
 - xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

And any other Acts, Rules, Regulations and Statutes in force or to be passed by both the Union Government of India or State Government of Tamil Nadu.

ARTICLE 12- EVENTS OF DEFAULT/MATERIAL BREACH

The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Contractor:

- (a) If the Contractor fails to start service within 30 days from the Commencement Date as defined in Article 1.1 of the Master License Agreement.
- (b) If the Contractor fails to provide satisfactory services as under the License; or

- (d) If the Contractor engages in corrupt or fraudulent practices in execution of services under the Agreement; or
- (e) If the Contractor fails to provide any information/record within the prescribed time as may be demanded by the CMRL from time to time; or
- (f) If there is any failure or default at any time on the part of the Contractor to carry out the terms and provisions of this Agreement to the satisfaction of the CMRL.

ARTICLE 13 - FINES

- 13.1** The fines shall be decided at the appropriate level, however, MD of CMRL shall have overriding power to decide the fine over and above the quantum of fines in case of major deficiencies. In case of serious default or repeated failures, MD of CMRL may use his/her discretion for imposition and type of punitive fines/action which shall be binding on the Contractor.
- 13.2** These offences would be only indicative with respect to the subjective issues of Security Services. However, those offences as defined in this document would be over and above these which includes criminal offences, partnership disputes etc
- 13.3** The fines that may be levied by the CMRL on the Contractor in any of the instances mentioned in Article 15 above shall include but not limited to the following:
- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Contractor; and/or
 - (b) To annul the license and forthwith terminate the License Agreement; and/or
 - (c) Debar the Contractor from participating in the future similar contract/license of the CMRL for a period of five (5) year.

ARTICLE 14- TERMINATION

- 14.1** If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing four months' Notice for termination upon such confirmed events having taken place.
- 14.2** The parties agree that 'Material Breach' for the Contractor shall also mean (other than those instances set forth in this Agreement), the failure to maintain the desired Performance Levels and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Contractor of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- 14.3** CMRL shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at the 'risk and cost' of the Contractor or in the manner CMRL deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the CMRL. The decision of the CMRL about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and shall not be called into question.
- 14.4** CMRL, in case of material breach as defined in clause-13 may terminate this agreement without assigning any reason to the Contractor by giving fourteen (14) days' notice in writing to the Contractor.
- 14.5** In the event that the Agreement is terminated, pursuant to Article 14.1, the effective date of termination shall be decided by CMRL. However, the effective date of termination shall not be more than 4 (four) months from the date of notice, as given in Article 14.1 or Article 14.4.

- 14.6** In the event the Agreement is terminated by the Contractor under Article 14.1, the CMRL shall forfeit the License Fee, as per Article 14.8 paid by the Contractor and invoke the Security Deposit.
- 14.7** In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations.
- 14.8** In the event the Agreement is terminated after Commencement Date, then the Contractor acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by CMRL, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the Contractor agrees to provide services on the same terms as it were being provided during the tenure of the Agreement. The forfeiture of Contractor Fee shall however, only be for the period for which the service has not been rendered by the Contractor proportionate to the license period.

14.9 DELAYS AND LIQUIDATED DAMAGES

- 14.9.1 Time is the essence of the Contract. It shall be the bounden duty of the consultant to strictly adhere to the time for performance of various services indicated in the Contract.
- 14.9.2 In case of delays, the consultant shall be liable to pay liquidated damages as given in contract.
- 14.9.3 Liquidated damages shall be imposed as per the provisions of Contract.
- 14.9.4 The maximum limit of Liquidated Damages shall be 10% of the Fixed Lump Sum Price of the Contract.

ARTICLE 15 -DISPUTE RESOLUTION

- 15.1** In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement between the parties (“Disputes”), the parties shall firstly attempt to amicably resolve such Disputes through the highest level of negotiations and discussions.
- 15.2** In the event that Disputes between the parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provisions of the Arbitration and Conciliation (Amendment) Act 2015. The dispute shall be referred to:
- a. Arbitration by a Sole Arbitrator and he shall be appointed by the Managing Director of CMRL. The CMRL Officer/individual to be appointed as arbitrator, however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as CMRL servant have expressed views on all or any of the matters under dispute or difference. He shall be in the rank of General Manager or above.
 - b. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - c. Subject as aforesaid, the Arbitration and Conciliation (amendment) Act 2015 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
 - d. The venue of the arbitration shall be Chennai.

- e. In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

15.3 It is further clarified that during the resolution of the Disputes, the Contractor shall be obligated for the continued performance of its obligations under the Agreement.

ARTICLE 16 -MISCELLANEOUS

16.1 Interpretation

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Bid and the response of the Contractor to the Bid. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:-

- (i) The Bid
- (ii) Contractor's response to the Bid
- (iii) The Articles of this Agreement;
- (iv) The contents of the Annexure(s) to this Agreement

16.2 Relation between the Parties:

The Parties to this Agreement are entering into this arrangement as independent contractors, and this Agreement does not bestow either Party the right against the other, as partner, agent or joint venture or any other form of legal association.

16.3 Survival:

This Agreement along with the Bid and the response of the Contractor collectively constitute the full and complete arrangement between the Parties with respect to the subject matter hereof. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein this Agreement and such Articles (as applicable to the parties) will survive any termination of this Agreement.

16.4 Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of the Republic of India and the Courts at Chennai shall have exclusive jurisdiction in all matters relating to this Agreement.

16.5 Amendments:

Any changes or modifications to this Agreement or its Annexure(s) can only be made by a written amendment mutually signed by the Parties.

16.6 Waiver:

Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any of its rights under this Agreement will not be construed to be a waiver thereof.

16.7 Assignment:

This Agreement is binding on the successors and permitted assigns of each party; however neither party has the power to assign this Agreement without the prior written consent of the other party.

16.8 Notice:

All notices under this Agreement by either party will be in writing and will be deemed to have been duly given if delivered by Courier/Registered AD Post. All notices under this Agreement are to be addressed as under In the case of CMRL:

**DIRECTOR (SYSTEMS & OPERATIONS),
Chennai Metro Rail Limited (CMRL)
(A JV of Govt. of India and Govt. of Tamil Nadu)
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu, Chennai – 600107.
Tamil Nadu.**

In the case of Contractor:

[Insert name of person & address]

Any change in the aforesaid address of either party shall be immediately informed to the other party by way of a notice as aforesaid.

16.9 Force Majeure:

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the Contractor shall, within a week from the Commencement thereof, notify the same in writing to the CMRL with reasonable evidence thereof. In such event of force majeure, the conditions of the License will not be enforced by either party. Further, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.

16.10 Execution of the Agreement:

This Agreement shall be executed/entered only with the Contractor on a non-judicial stamp paper of Rs. 100/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Contractor.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE

CMRL

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date:

Date:

IN WITNESS OF:

- 1.
- 2.

DISCLAIMER

1. CHENNAI METRO RAIL LIMITED, (hereinafter mentioned as CMRL) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications, which may be required by CMRL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL shall not be liable in any manner.
2. CMRL will have no liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of CMRL or otherwise arising in any way from the selection process of the License.
3. Mere purchase of the tender document or participation in the tender does not entitle any bidder to have been qualified or selected for award of the tender. CMRL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. CMRL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. CMRL reserves the right to change / modify / amend any or all of the provisions of this Bid Document at any stage. Such changes shall not be notified to all bidders who have bought the tender document.
5. Bidders are advised to remain vigilant and monitor the website www.chennaietrorail.gov.in for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc. Such notifications will not be sent to individuals bidders and the bidders are advised to check the website for such updates/changes No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates.