

CHENNAI METRO RAIL LIMITED

Tender No: Security Services-Stage-2A&CMRL Depot-2016



TENDER FOR PROVISION OF SECURITY SERVICES AT

**STAGE-2A UNDER GROUND METRO STATIONS VIZ.
CHENNAI CENTRAL, EGMORE, NEHRU PARK, KILPAUK,
PACHAIAPPAS COLLEGE, SHENOY NAGAR, ANNA NAGAR (EAST),
ANNA NAGAR (TOWER), THIRUMANGALAM,**

AND

CMRL DEPOT, ADMIN BUILDING PREMISES AT KOYAMBEDU

Chennai Metro Rail Limited

(A JV of Govt. of India and Govt. of Tamil Nadu)

CMRL Depot, Admin Building,

Poonamallee High Road,

Koyambedu,

Chennai – 600107,

Tamil Nadu.

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TABLE OF CONTENTS

SI No	Description	Page No.
1	Disclaimer	3
2	Notice Inviting Tender	4
3	Chapter - I - General Guidelines	5-6
4	Chapter - II - General Terms and Conditions of Contract	7-29
5	Chapter- III - Tender Evaluation Criteria	30-31
6	Chapter- IV - Special Terms and Conditions of contract	32-36
7	Chapter- V- Scope of work	37-39
8	Chapter- VI - Specification and requirement of Equipments (HHMD/DFMD/FFB/Bi-Cycle)	40-42
9	Chapter- VII- Deployment of Security Staff	43-44
10	Chapter- VIII- Techno Commercial Bid (Packet-A)	
11	Annexure-1 (covering letter)	45-47
12	Annexure-2 (Power of Attorney for signing of bid)	48
13	Annexure-3 (Techno-Commercial Experience of the bidder)	49
14	Annexure-4 (Annual financial Turnover of the bidder)	50
15	Annexure-5 (Mandatory Information for Eligibility of the Bid)	51-53
16	Annexure-6 (Undertaking for Third Party Audit)	54
17	Annexure-7 (Non-engagement of middlemen or agent)	55
18	Annexure-8 (Undertaking for initial filter criteria)	56
19	Annexure-9 (Performance Bank Guarantee Bond)	57-58
20	Annexure-10 (Indemnity Bond)	59
21	Annexure-11 (Bank details for Refund of EMD through NEFT)	60
22	Annexure-12 (Checklist for documents to be submitted)	61
23	Chapter-IX (Master License Agreement)	62-74
24	Financial/Commercial Bid (Packet-B)	75-78

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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.org 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 individual 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.

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CHENNAI METRO RAIL LIMITED

Notice inviting Tender

TENDER NOTICE No: Security Services-Stage-02 & CMRL Depot-2016

CMRL invites sealed tender under **Two packet System** from reputed service providers for outsourcing of security personnel. The schedule of work are detailed below

Name of Work	Tender for provision of Security Services at Stage-2A Underground Metro Stations and CMRL Depot Admin Premises, Koyambedu.
Earnest Money Deposit	Rs.9,00,000/- (Nine Lakhs only)
Estimated value of Work	Rs,9,00,00,000/- (Rupees Nine Crores only)
Duration of Contract	03 (Three) years (May be extended further by one year after performance review)
Date of commencement of sale of Tender document	5 th December 2016 10.00 hrs
Last date of sale of Tender Document	4 th January 2017 up to 12.00 hrs
Due date of submission of Tender	4 th January 2017 up to 14.00 hrs
Date and Time of Opening of Tender (Techno Commercial Bid)	4 th January 2017 up to 15.00 hrs
Date of Pre-bid Meeting	16 th December 2016 at 15.00 hrs at CMRL Depot Admin Building
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, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu.
Cost of Tender Documents	<ol style="list-style-type: none">1. For hard Copy : Rs.15,000/- (Rupees Fifteen 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 : Rs.12,000/- (Rupees Twelve 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 www.chennaietrorail.org

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. Further details will be available on website: www.chennaietrorail.org

**Director (Systems & Operations)
Chennai Metro Rail Limited**

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Chapter- I

GENERAL GUIDELINES

1. The Tender is to select contractor for provision of Security Services for Stage 2A Underground Metro stations viz. Chennai Central, Egmore, Nehru Park, Kilpauk, Pachaipappas College, Shenoy Nagar, Anna Nagar(East), Anna Nagar Tower, Thirumangalam and CMRL Depot Premises at Koyambedu. 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. All tender documents shall be submitted in English Language only.
5. Each Bidder shall submit only one tender either by himself or as a partner in a joint venture or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. 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. Site Visit: Any site information/Schedule of works given in this tender document is for guidance only. Bidders are advised to visit and examine the work site and its surroundings at his cost and obtain for himself on his own responsibility, all information that may be necessary for the preparation of the tender and entering into the contract.
9. 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.

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10. 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.
11. Separate Techno-Commercial and Financial Bids are required to be submitted for the tender.
12. 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.
13. 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.
14. CMRL will display the name of the successful bidder on CMRL's website for information of all concerned.
15. The Financial bid of the technically qualified bidders' bids only will be opened and the firm date of opening of financial bids will be intimated to the technically qualified bidders separately.
16. Bidders are requested to remain in touch with CMRL's Website www.chennaietrorail.org for any kind of latest Information, Addendum, Updates etc. regarding the Bid

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Chapter- II
General Terms and 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 – 600 107, 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 for planning, co-ordination and monitoring the progress of the work 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.

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	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 (Tender Security) means the amount by whatever name called required to be remitted by a tenderer along with his tender indicating his willingness to implement the contract.
	n.	Lowest Tenderer (L1) : Means the substantially responsive tender with the lowest evaluated price
	o.	“Public Area” : The area in a Metro station where public are allowed access.
	p.	“Private Area” : The area in a Metro Station where public are not allowed access.
	q.	“Paid Area” : The area of a station, where public are allowed access with a valid travel authority.
	r.	“Unpaid Area” : The area of a station, where public are allowed access without any travel authority.

2.	:	Bid document:-
	a.	The Tender document is to select contractor for provision of Security Services.
	b.	The bidder shall carefully quote in the Financial bid as per prescribed format. Any other form of quote will be entail disqualification.
	c.	General Conditions and Special Conditions for specific activity shall be read and understood thoroughly.
	d.	All the queries shall be clarified before quoting the bid.
	e.	If there is variation between General Conditions and Special Conditions then Special Conditions pertaining to the specific activity shall prevail.
	f.	All the queries shall be raised only at Pre-bid meeting in writing. Explanation (if any) provided by CMRL will be published in CMRL website.
	g.	The service provider shall not assign, transfer, pledge or subcontract the performance of service.

3.	:	Bid Notice:-
	a.	CMRL invites sealed tender under Two packet System from reputed service providers for “provision of security services”.
	b.	The Scope of Work, Special Conditions, Schedule for “Provision of Security Services” etc. are given in the Bid Document.
	c.	Bid Documents: - (a) The interested Bidders may purchase ‘Bid documents’ which can be obtained between from 10.00 hrs and 17.00 hrs on all working days up to 12.00 hrs of 4 th January 2017 in person from the CMRL Office at the address cited in the

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	<p>tender document, on payment of non-refundable Tender document fee of Rs.15,000/- (Rupees Fifteen Thousand only) (inclusive of TNVAT) in the form of Demand Draft in favour of “Chennai Metro Rail Limited”, payable at Chennai drawn on any scheduled commercial Bank in India approved by Reserve Bank of India.</p> <p>(b) Bid documents also be downloaded from the website www.chennaietrorail.org The downloaded bid documents can be submitted along with Tender fee of Rs.12,000/- (Rupees Twelve Thousand Only) (inclusive of TNVAT) in the form of Demand Draft drawn in favour of “Chennai Metro Rail Limited”, payable at Chennai from any scheduled commercial Bank in India approved by Reserve Bank of India,</p> <p>(c) Failing which the offer will be summarily rejected.</p>
d.	CMRL reserves the right to accept/reject any or all bids without assigning any reason thereof.

4.	: Earnest Money Deposit (EMD):-
a.	The bid must be accompanied by Earnest Money deposit (EMD) of Rs.9,00,000/- (Rupees Nine lakhs Only) in the form of Bank Demand Draft in favour of “Chennai Metro Rail Limited” payable at Chennai from any scheduled Commercial Bank in India approved by Reserve Bank of India valid for 180 days.
b.	Tenders not accompanied by Acceptable/requisite EMD will be summarily rejected as non-responsive bid.
c.	The EMD of unsuccessful bidders will be discharged / returned by CMRL as promptly as possible.
d.	<p>The EMD may be forfeited on following occasions:-</p> <ol style="list-style-type: none"> 1) If the bidder withdraw/modify its tender during the period of tender validity. 2) If the bidder does not accept corrections in rates quoted in the Commercial Bid. 3) If bidder has submitted document without authorised signatory’s signature. 4) In case of a successful bidder fails to: - <ol style="list-style-type: none"> 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.
e.	Tender Security (EMD) of the successful tenderer shall be released only after receipt of Performance Security and Execution of Contract agreement as per tender conditions.
f.	No interest shall be payable by CMRL on the EMD.

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5.	Eligibility Criteria:-	
	The tendering security service provider should fulfil the following minimum technical specifications at the time of bidding and to submit copies of documents as proof:-	
	Sl No	Eligibility Criteria
	a.	The Agency should possess valid licence under Contract Labour Act 1970 at the time of submission of the tender.
	b.	The tenderer shall be a Security Service provider predominantly carrying out for providing the Security services. They should be registered with the appropriate statutory registration authorities for providing Security service. At the time of submission of the tender, 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.
	c.	The Registered Office or one of the Branch offices should be located/Established at Chennai or in its suburban areas for smooth operation.
	d.	The tenderer should attach Tender document fee and EMD in the form of
	e.	Power of Attorney for signing the tender
f.	Work Experience:- The Bidder should have Satisfactorily completed works involving provision of Security Services in any of the Central/State Government Organisations, Central/State Public Sector Undertakings/ Large Private Companies, Institutions or similar Govt. Organisation etc., during last Seven years ending last day of month previous to the one in which the tenders are invited should be one of the following:- 1. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (Rs.3.6 Crores). or 2. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (Rs.4.5 Crores). or	
		Annexure/Document to be attached
		A copy of certificate obtained from the appropriate authority to be enclosed
		A copy of certificate obtained from the appropriate authorities to be enclosed.
		Registration or supporting documents that the firm's branch is in Chennai.
		Two separate Demand Drafts as per para-4 above.
		As per Annexure-2 on a non-Judicial stamp paper worth Rs.100/-.
		Bidder shall submit the details in the prescribed Proforma in Annexure - 3 (Separate certificate for each work).

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		3. One similar completed work costing not less than the amount equal to 80% of the estimated cost (Rs.7.2 Crores).	
	g.	<p>Average Annual financial Turnover:-</p> <p>Applicant should have average annual financial turnover of last three audited financial years as follows:-</p> <ol style="list-style-type: none"> 1. Average annual financial turnover during the last three audited financial years (FY-2013-14, FY- 2014-15 and FY-2015-16) should be at least 30% of the estimated cost ie Rs.2.7 Crores. 2. The Bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated. 	<p>Bidder shall submit the details in Annexure – 4.</p> <p>And</p> <p>Bidder has to enclose attested audited balance sheet for the preceding three Financial Years (FY-2013-14, FY-2014-15 and FY-2015-16) duly certified by Chartered Accountant.</p>
	h.	Initial Filter Criteria:-	As per Annexure-8 along with undertaking on a non-Judicial stamp paper worth Rs.100/-.
	i.	<p>Legal Status of the bidder/Company:-</p> <p>The Bidder shall be a legally qualified person as per Indian Contract Act 1872.</p> <p>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 2013.</p> <p>The Bidder may be a Private Entity or a Government owned Entity.</p>	Copy of Registration, Memorandum etc. to be attached.
	j.	They Service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts and such other applicable Labour Laws.	A copy of Registration and code allotted by EPFO and ESI to be produced.
	k.	They Service provider should have their own Bank Account and PAN card.	Proof of Bank Account/PAN to be attached.
	l.	They should be registered with Income Tax and Service Tax Departments.	A copy of registration with IT/ST to be enclosed.

Note:-

1. All the copies of documents submitted along with the bid to be attested by authorised signatory duly affixing the official seal.
2. The bidders who do not comply as per the eligibility criteria stipulated above will be summarily rejected.

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6.	:	<p>Tender Submission:- Tender shall be submitted as sealed bundles containing three envelops. The contents of the envelops are given below:-</p>
	a.	<p><u>Envelope-1(EMD & Tender document fee) :</u> First cover shall contain Demand Draft for the Tender Security (EMD) and cost of Tender Document (if the tender document is downloaded from the CMRL website) or photocopy of receipt issued by CMRL (when tender document is directly purchased from CMRL). The cover to be sealed with superscripted as “EMD for Security Services-Stage-2A&CMRL Depot-2016”.</p> <p><u>Envelope-2 (Techno-Commercial Bid):-</u> The second cover shall contains the Techno-Commercial bid documents (Tender document, Addendum if any, Reply to query if any, copies of supporting documents/Annexure, etc) (except the Financial Bid) for Security Services-Stage-2A&CMRL Depot-2016 with covering letter as prescribed in Annexure-1 in letter head of the bidder and sealed with superscripted as “Techno-Commercial Bid for Security Services-Stage-2A&CMRL Depot-2016”</p> <p><u>Envelope-3(Financial/Commercial Bid):-</u> The Financial/Commercial Bid (Packet-B) for Security Services-Stage-2A&CMRL Depot-2016 must be sealed in a separate envelope duly marked as “Financial Bid for Security Services-Stage-2A&CMRL Depot-2016”.</p> <p>The tenderer must then seal all the three envelops (Envelop-1, Envelope-2 and Envelope-3 as above) in a big envelope and shall be sealed. This envelope should be superscripted as “Tender document for Security Services-Stage-2A&CMRL Depot-2016” at the top. Each envelope should be sealed and mention the name and address of the bidder at the bottom of the envelope. All the envelope must be addressed to the following:-</p> <p style="padding-left: 40px;">The Director (Systems & Operations), Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu.</p>
	b.	<p>Sealed bids should be submitted in the designated box at the address given above as per the schedule date and time. The onus of dropping the bid in the box lies with the bidder. Bids received after scheduled date and time will be called “late bid” and will not be considered further for evaluation.</p>
	c.	<p>Late or delayed tenders will not be received or considered. Tenders received through email, etc. will not be accepted.</p>
	d.	<p>A Bidder can participate in one tender only. If a bidder submits more than one tender, his tenders are liable to be rejected.</p>

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7.	:	Tender Opening:-
	a.	The received tenders will be opened/processed by Tender Evaluation Committee constituted by CMRL on the scheduled date and time given in the tender.
	b.	On opening of the main Tender envelope, it will be checked if it contains the Envelope-1 for Security (EMD & Tender Document cost) and Envelope-2 (Techno-Commercial Bid) and Envelope-3 (Commercial Bid).
	c.	Then, the First Envelope-1, containing the EMD and the cost of tender will be checked for compliance. In case if the requirement is not met, further process will not be taken up for such tenderer.
	d.	Next Techno-Commercial Bid (Envelope-2) 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.
	e.	The sealed Commercial/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 in presence of the bidder/authorised representative on the date and time intimated to all such eligible bidders separately.

8.	:	Tender Evaluation Criteria:-
	a.	As per Chapter-III of tender document.

9.	:	Award of Tender :-
	a.	CMRL will award the contract (to the "Lowest Bidder"(L1), whose tender has been determined to be substantially responsive, techno-commercially & Financially suitable, complete and in accordance with the tender document.
	b.	In case, two or more technically qualified bidders quote the same amounts in the Financial/Commercial Bid, which is the Lowest (ie L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 (Three) financial years.
	c.	CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: <ul style="list-style-type: none"> i. 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. ii. Consult with any Bidder in order to receive clarification or further information. iii. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or

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		iv. 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.
	d.	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 bids 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 shortage 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.
	e.	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.
	f.	Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent/ Letter of Acceptance, that his tender has been accepted.

10.	:	Letter of Acceptance/Letter of Intent:-
	a.	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 Seven days from the date of receipt of LOA/LOI.
	b.	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').
	c.	No correspondence will be entertained by CMRL from the unsuccessful bidders.
	d.	Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and discharge / return their EMD.
	e.	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.

11.	:	Signing and Execution of Contract Agreement:-
	a.	The selected Bidder shall have to execute the License Agreement in the manner and format as indicated by CMRL in this Document.

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		The Contract Agreement shall require to be executed within Thirty (30) days from the date of issue of the Letter of Acceptance.
	b.	For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non Judicial Stamp Papers each of worth Rs.100/-.
	c.	Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: - I. Performance Security within 30 (Thirty) days of award of Letter of Acceptance. II. Power of Attorney in favour of Authorized Signatory(s).
	d.	The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.
	e.	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.
	f.	After acknowledgement of the LOA/LOI as aforesaid by the Selected Bidder, The Contractor (Selected Bidder) shall be required to submit a Performance Security Deposit as envisaged in the Tender Document.
	g.	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.

12.	:	Cancellation of Letter of acceptance/Letter of Intent:-
	a.	After issuance of the Letter of Acceptance, in case, the successful bidder fails to commence the work, for whatsoever reasons, as per Schedule, terms and conditions of Tender then the LOA/LOI shall be cancelled and the EMD will be forfeited in favour of CMRL.
	b.	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.
	c.	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.
	d.	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.

13.	:	Performance Security:-
	a.	The successful bidder shall furnish to CMRL a security in the form of Bank Guarantee (unconditional) for an amount, equivalent to 5% of the total value (Three years) of contract price within 30 (Thirty) days from the date of issue of Letter of

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		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 (Annexure-9) from a Scheduled Commercial Bank based in India, and from a Branch located in Chennai only. Further as and when contract value increases, even as a result of revision in Minimum wages, 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.
	b.	The Contractor has to submit Performance Security within 30 days of issue of Letter of Acceptance. If contractor fails to submit the Performance Security within the stipulated time, then a penalty equal to 0.25% of the amount of Performance Security per week or part thereof shall be imposed on him for delays up to 60 days from the date of Performance Security becomes due to the time he submits the same.
	c.	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.

14.	:	Tender Clarification Process: Query from Bidders:-
	a.	5meeting: A Pre-Bid Meeting is scheduled to be held on 16 th December 2016 at 13.00 hrs at the address given in the tender with the prospective bidders who have purchased the tender document.
	b.	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.
	c.	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.

15.	:	Cost of Tendering :-
	a.	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.

16.	:	Tender Validity:-
	a.	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

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	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.
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17.	: Tender Prices:-
a.	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 of all the Terms and Conditions of the Tender.
b.	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, cost of uniform, etc. If there are erasures, corrections and over writings, the same shall be attested by the Authorised signatory. Any unattested corrections/erasures shall lead to disqualification of the tender.

18.	: Other Tender Conditions/Requirements:-
a.	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability. CMRL reserve the right to accept or reject any or all tenders or any part of the tender without assigning any reason thereof and the decision of CMRL in this respect shall be final.
b.	The bidder shall enclose a signed and stamped copy of the Tender Document and all other associated / required documents duly numbered, signed and stamped.
c.	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.
d.	The tender is not transferable under any circumstances.
e.	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
f.	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
g.	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.
h.	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
i.	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.
j.	The quantum of services mentioned in this Tender document is only indicative and may be reduced or enhanced up to 30% (on each category) of the quoted quantity as per requirement. The payment for services will be made accordingly on pro-rata basis on the accepted rates as in Packet-B.

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k.	CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. CMRL will pay as per the quoted rates.
i.	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:- 1) Name in full 2) Father's name 3) Date of Birth 4) Present Address 5) Permanent Address 6) Educational Qualification 7) Experience in relevant field of activity 8) Whether any antecedents of Police cases (Police verification certificate to be enclosed). 9) On top of every CV, the proposed category is to be indicated.
m.	Power of Attorney (on non Judicial Stamp paper worth Rs.100/-) as per Annexure-2 in the name of Authorised Signatory, in the case of documents are signed by the Authorised signatory of the bidder.
n.	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. An undertaking in this regard as per Annexure-06 to be attached.
o.	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.
p.	Bidder is required to submit "The Initial Filter Criteria" on the Company's letter head (each member in case of consortium) along with an under taking on Rs.100/- non judicial stamp paper duly notarized as per the format given in Annexure-08 along with the Technical Bid. Bidder has to first qualify the Initial Filter Criteria in order to eligible for evaluation of their Technical Bid.
q.	The bidder shall be required to enclose duly filled Check List (as per Annexure-12) and connected copies of documents along with the Techno-Commercial Bid.
r.	Valid licence for Tamil Nadu Region under the Private Security Agencies (Regulation) Act amended from time to time. Copy of the same shall be enclosed.

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19.	:	Scope of work:-											
	a.	The detailed scope of work is described in Chapter-V of the tender document.											
20		Specification and requirement of Equipment:-											
	a.	The detailed specification and requirement of equipment is described in Chapter-VI of the tender document.											
21.		Requirement/Deployment of Security personnel:-											
	a.	The detailed deployment of security personnel described in Chapter-VII of this tender document.											
22.		Payments under the contract:-											
	a.	The rates accepted by CMRL shall remain fixed/firm through-out the contract period (even the contract is extended) without any variation/escalation, except on account of revision in Minimum wages as notified by Tamil Nadu Government and will be applicable uniformly for all working days including weekdays, weekends, Gazette Holidays, National Holidays and Festival holidays etc.											
	b.	<p>Payment of Taxes:-</p> <p>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. However, Service Tax imposed on wages will be reimbursed by CMRL on submission of actual bills by the contractor. CMRL will reimburse any new tax imposed by the Govt. In lieu of the Service Tax after commencement of the service.</p>											
	c.	The payment shall be made by CMRL at the end of every month's billing period based on the actual duties performed by the contractor and based on the documentary proof jointly signed by the Controlling officer of the respective place of duty, his representative/personnel authorised by him. No other claim on whatsoever account shall be entertained by CMRL. The payments made by CMRL shall, however be subject to necessary deductions on account of penalty imposed by CMRL on the contractors, TDS, Service Tax etc.											
	d.	<p>The contractor shall arrange to submit the monthly bills to CMRL within 15 days from the close of billing period and with the monthly bills the contract shall be required to submit the following:-</p> <table border="1" data-bbox="381 1417 1445 1759"> <tr> <td>I.</td> <td>Details of deployment duly verified along with summary of bill.</td> </tr> <tr> <td>II.</td> <td>Invoice duly taking into account of deployment details.</td> </tr> <tr> <td>III.</td> <td>Salary statement for the previous month with Bank statement/Bank Transfer details to corroborate the payment.</td> </tr> <tr> <td>IV.</td> <td>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).</td> </tr> <tr> <td>V.</td> <td>Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.</td> </tr> <tr> <td>VI.</td> <td>Having deposited the contribution to PF, ESI etc. with the concerned authorities for the previous month as per the relevant statutes (Copy of</td> </tr> </table>	I.	Details of deployment duly verified along with summary of bill.	II.	Invoice duly taking into account of deployment details.	III.	Salary statement for the previous month with Bank statement/Bank Transfer details to corroborate the payment.	IV.	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).	V.	Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.	VI.
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V.	Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.												
VI.	Having deposited the contribution to PF, ESI etc. with the concerned authorities for the previous month as per the relevant statutes (Copy of												

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			ECR challan from the PF/ESI authority along with muster roll to be enclosed).
		VII.	Certificate from the official of CMRL regarding satisfactory performance during the period of the bill.
		VIII.	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.
		IX.	Service Tax will be reimbursed by CMRL on submission of actual bills by the contractor.
		X.	Any other document demanded by CMRL.
	e.	After the submission of bills completed in all respects to the entire satisfaction of CMRL, the payment will be effected within 15 days of submission of the claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable.	
	f.	No advance 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.	
	g.	As far as possible, Contractor should make the payments to the contracted staff through ECS/Bank Transfer. In case of exigencies, the employees may be paid by Cheque/in cash (for the first month only). However cash payments shall be witnessed and certified by the concerned CMRL Supervisor/nominated CMRL representative.	
	h.	Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages given by CMRL and deposit/disburse other statutory dues to respective agencies/employees as claimed by the contractor and paid by CMRL. No payment/less payment of wages and other dues and failure to deposit/less deposit of statutory dues will tantamount to violation of Terms and conditions of the contract and necessary penalty may be imposed on the contractor as per the terms and conditions of the tender.	
	j.	The rates to be paid by CMRL are inclusive of cost of uniform and therefore at no point of time complaints with regard to charging money on that count shall be received at CMRL. In such a case it will be treated as violation of terms and conditions of the contract.	
	k.	Notwithstanding the release/payment of the bill by CMRL to the Contractor, the contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by CMRL to the contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.	
23.	:	Authorised Signatory and address of the signatory:-	
	a.	The Signatory of the bidder should attach a power of attorney as per Annexure-2 duly stamped and authenticated by a Notary Public or by a Magistrate authorising the member to submit the tender and negotiate on their behalf mentioning:-	

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	<ol style="list-style-type: none"> 1. The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor. 2. 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. In the absence of such authority all partners should sign the Tender. 3. 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.
b.	The bidder whether sole proprietor, a Limited Company or a partnership firm if they want to act through their representative or individual partner(s) should submit along with the tender, a power of attorney as per Annexure-2 duly stamped and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, compromise, settle, relinquish any claim(s) preferred by the firm and sign “No claim certificate” and refer all or any disputes to arbitration.

24.	:	Labour Laws, Provident Fund, ESI etc:-
	a.	The Contractor shall possess all legal/Statutory licenses and approvals from appropriate authority before submission of the tender and commencement of the work. Otherwise the contract shall stand cancelled.
	b.	<p>The Contractor shall comply with the provisions of all labour legislation’s including the requirements of:</p> <ol style="list-style-type: none"> 1. The Contract Labour Act (1970) 2. Minimum Wages Act 1948 3. Weekly Holidays Act 1942 4. Prevention of child labour Act (No child labour shall be employed by the contractor) 5. The Payment of Wages Act, 1936 6. Hours of employment Regulations 7. The Employee’s Compensation Act, 1923 8. The EPF Act 9. The Bonus Act 10. The ESI Act 11. The Inter-State Migrant Workmen (Regulation of Employment and conditions of services) Act 1979. <p>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 regarding the service.</p>
	c.	Rates of Minimum Wages as notified by the Government of Tamil Nadu under the Minimum Wages Act, 1948 and subsequent orders issued from appropriate authority from time to time shall be followed.
	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

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		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 RPF, along with list of employees who are covered while submitting the subsequent bills for payment.
	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. In case of any Revision/enhancement in Statutory Obligations like PF, ESI, ST, Bonus Act, due to Government orders/notification, all such Statutory enhancements will born by CMRL on reimbursement basis after submission of proper invoice.
	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.

25.	:	Compliances:-
	a.	Salary /payment to the contracted employees shall be made on or before 5th of every month by the contractor.
	b.	The service provider and its staff shall contribute towards all statutory obligations towards EPF, ESI, Bonus, Labour Welfare Fund etc, which are mandatory as per Government Acts, Rules and Regulations issued from time to time. The compliance in respect of above mentioned statutory obligations shall be submitted to this office every month by the service provider with copies of supporting documents. The monthly report shall be submitted on or before the 15 th of the succeeding month. A copy of monthly EPF/ESIC remitted challan receipt for all outsourced employees to be forwarded to CMRL.

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		<p>The service provider shall comply with Minimum Wages as notified by the Government of Tamil Nadu under the Minimum Wages Act, 1948 and subsequent orders issued from appropriate authority from time to time shall be followed. Any bid not complying with Minimum Wages Act shall be rejected.</p> <p>There will be no price enhancement in the Contract Value including Annual Service Charges for entire contract period. However, any revision in the minimum wages and Taxes like Basic, VDA, PF, ESI, Bonus, ST due to notification from appropriate authorities, CMRL will bear the variation of minimum wages/ST on actual (on reimbursement basis) after submission of proper invoice. The variation should be revised accordingly and claimed from CMRL with the subsequent monthly bill.</p>
	c.	In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, CMRL may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by CMRL from the contractor.
	d.	<p><u>Contractor's Obligations towards Tax Laws:-</u></p> <p>The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep CMRL fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.</p>
	e.	If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations is directed to be paid by CMRL, such money shall be deemed to be payable by the contractor to CMRL within seven days after the same shall have been demanded from the contractor. CMRL shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.
	f.	As far as EPF&MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's share) with the PF authorities within 7 days of closure of every month. Contractor shall give particulars of the employees engaged by him for CMRL works and is required to submit details to CMRL. In any eventuality if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, CMRL is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with CMRL and deposit the amount in the name of the contractor with RPFCL, with an advice to RPFCL duly furnishing particulars of labour engaged for CMRL works.

26.	:	Penalty:-
	a.	Penalty for deficiency in services shall be imposed and recovered from the contractor. Details of deficiencies are given as under:-

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SI No	Offence	Penalty (with or without warning) each case
1	Poor dress code	Rs.500/- each case
2	Using Mobile phone /listening music on Mobile/Other devices while on duty	
3	Improper cleanliness near their deputed place	
4	Less number of security personnel deployed as prescribed requirement.	Rs.1,000/- each case
5	Absent, Late reporting, Leaving place of duty before schedule time or without informing	Rs.500/- each case
6	Misbehaviour and non vigilant during duty hours	
7	Public complaint on any account	Rs.1,000/- each case
8	Employee complaint	
9	Breach of Instructions	
10	Violation of Terms and conditions of contract	Rs.100/- per day per workman
11	Delay in payment of dues to any workmen (per day per workman)	
12	Non-Compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing under the contract)	Rs.5,000/- each case
b.	Habitual offenders on above counts shall be recalled from the CMRL. Further CMRL shall have the right to recall any person in case of employee complaints/indulgence in malpractices or as decided by CMRL's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case the deployed staff is not working/performing to the entire satisfaction of CMRL the contractor may be asked to issue recorded warning with or without penalty/fine.	
c.	The above mentioned penalty shall be imposed on contractor and same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual security services personnel or Supervisor. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.	

27.	:	Fraud and Corrupt Practices:-
a.	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	

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	<p>practice or restrictive practice in the Bidding Process. In such an event, CMRL shall</p> <ol style="list-style-type: none"> I. 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. II. 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.
<p>b.</p>	<p>For the purposes of the Clause above the following terms shall have the meaning hereinafter respectively assigned to them:-</p> <ol style="list-style-type: none"> i. “corrupt practice” means <ol style="list-style-type: none"> (1). 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 (2). 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. ii. “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. iii. “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. iv. “Undesirable practice” means (1) 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 (2) having a Conflict of Interest ; and <p>“Restrictive practice” means forming a cartel or arriving at any understanding or</p>

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		arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
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28.	:	Default:-
	a.	<p>If the Contractor</p> <p>i) . has abandoned the Contract; or</p> <p>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.</p> <p>Then CMRL, after giving 7 (Seven) 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.</p>

29.	:	Bankruptcy:-
		CMRL may at any time by notice in writing, summarily terminate the Contract without compensation on any of the following events:-
	a.	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
	b.	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 accrue thereafter to CMRL.
	c.	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.

30.	:	Confidentiality:-
	a.	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.
	b.	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.

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31.	:	Breach of Contract:-
	a.	During the course of contract , if in the opinion of CMRL, breach of contract or any negligence on the part of contractor's personnel has taken place, which the contractor fails to remedy within three days of having received written notice of the failure, CMRL shall be entitled to terminate the contract duly issuing 7 days notice to the contractor in writing. In such case the contractor's performance guarantee shall stand forfeited in CMRL's favour.
	b.	During the course of contract, if any contractor personnel is found indulging in any corrupt practices causing any loss of Revenue to CMRL or any money loss to passenger, CMRL shall be entitled to terminate the contract duly forfeiting the contractor's performance Guarantee.
	c.	During the course of contract, if the contractor fails to perform works/services as mentioned in the scope of work, duly following all the statutory requirements, to the entire satisfaction of CMRL then CMRL shall be entitled to part terminate the contract/limit the scope of work under the contract duly issuing 7 days notice to the contractor in writing.

32.	:	Security Measures:-
	a.	Security consideration:- The staff deployed by the service provider at CMRL should not have any police records/criminal cases against them. The service provider should make adequate enquiries and certify about the character and antecedents of the staff whom they are recommending. The service provider shall maintain a full bio data with biometric data in the service provider's office for any verification later. The service provider shall ensure the CMRL that prescribed code of conduct is followed by its staff deployed in CMRL. The service provider shall ensure deployment of suitable people from proper collecting proofs of identity like driving licence, bank account details, previous work experience, proof of residence and recent photograph and withdraw such staff who are not found suitable by CMRL for any reason immediately on receipt of such a request.
	b.	All vehicles used by the Contractor shall be clearly marked with the Contractor's name and identification mark.
	c.	The arrangement for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff/employee. A fine of Rs.5,000/- (Five Thousand) shall be imposed on the contractor plus recovery of cost of material in addition to police action against the delinquent employees if any employee of contractor is caught stealing CMRL property. Decision of CMRL shall be final.
	d.	All employees and representatives shall wear identification Badges (Cards), Uniforms as directed by CMRL and they have to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while on duty.
	e.	The Agency should produce the Police Verification certificates in respect of the antecedents of the personnel to be positioned within two weeks after the award of contract. In case the employee is replaced, then the contractor shall inform CMRL nominated

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		official in-charge and also submit the police verification of replacement.
	f.	The contractor shall ensure that personnel deployed under the contract are not members of any union.
	g.	Contractor shall ensure that its personnel shall not at any time, without the consent of CMRL, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by CMRL and shall not disclose to any person information to the affairs of CMRL.
	h.	Contractor will maintain all record of property/assets-moveable/immovable and equipments of CMRL handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property/assets-movable/immovable and equipments of CMRL in whatever form may be recovered from the contract.

33.	:	Right of Way:-
	a.	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.

34.	:	Coordination with other contractors:-
	a.	The contractor for this package shall perform the works in coordination and in co-operation with other contractors working for CMRL and with the Security Control of CMRL.

35.	:	Housing Facilities:-
	a.	The Contractor shall have to make his own arrangements for housing facilities for his staff.

36.	:	Supply of water and Electricity:-
	a.	CMRL shall make arrangements for the minimum provision of water supply and electricity necessary for the Security services.

37.	:	Access Roads:-
	a.	Existing roads and other public roads may be used by the Contractor to carry out activities, with prior approval of the competent authority.

38.	:	Carriage of Materials:-
	a.	No contractors' materials shall be carried in the metro trains.
	b.	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.

39.	:	Accidents/ Injury to Persons:-
	a.	It shall be the entire responsibility of the contractor to adopt all the safety measures and deploy manpower that is adequately trained in safety. If any accident occurs within the duty area due to negligence on the part of the contractor's personnel or

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	<p>otherwise, it shall be the full responsibility of the contractor.</p> <p>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.</p>
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40.	:	Damage to CMRL Property or Private Life and Property:-
	a.	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.

41.	:	Indemnity by Contractors
	a.	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.
	b.	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)

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Chapter-III
Tender Evaluation Criteria

1.	:	Opening and Evaluation of Bids:-
	a.	CMRL shall open the Bids as per the schedule stipulated in the tender document at the place specified in the presence of the Bidders who choose to attend. For this an authority letter of the firm is required. However, Bid for which a notice of withdrawal has been submitted, it shall not be opened.
	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 in the tender documents.
	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:-
		<p>Prior to evaluation of Bids, CMRL shall determine whether each Bid is responsive to the requirements of the Tender Document. A Bid shall be considered responsive only if: -</p> <ul style="list-style-type: none"> (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 is accompanied by the Annual turnover, Experience certificate as requested. (f). It contains all the <u>information, Annexure and documents (complete in all respects)</u> as requested in this Tender document and/or Bidding documents(in the formats same as those specified); (g) It contains valid license under Contract Labour Act and should be registered with the appropriate statutory registration authorities for providing the service. (h). It contains a copy of the receipt for payment towards the cost of this the tender document or (i). It is accompanied by requisite Tender cost and EMD amount in the form of Bank Demand Draft drawn on any Scheduled Bank in India approved by Reserve Bank of India. (j). It should not be a conditional Bid. (k). 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 mentioned 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.

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	b.	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.		<p>Selection Process:- The responsive bids shall be evaluated in the following manner:-</p> <p>a. Scrutiny of bids for Minimum Eligibility. Such bids that qualifies the eligibility criteria will be called as “Eligible bids”.</p> <p>b. The eligible bidders will be evaluated techno-commercially.</p>
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/LOI”) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within 7 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, will forfeit the Earnest Money Deposit of such Selected Bidder 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 Performance Security as per the tender condition.
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/LOI. The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.

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Chapter- IV

Special Terms and conditions of contract

(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 (one for gents & one for ladies), two Hand Held Metal Detectors (HHMD) and one Female Frisking Booth (FFB) at his own cost at each entrance gate of every Stage 2A Under Ground Metro station and One DFMD and one HHMD at CMRL Depot.
5.	:	The contractor shall provide two Bi-Cycle at his own cost for patrolling purpose of security staff at CMRL Depot Admin Building premises.
6.	:	CMRL may need additional manpower and equipments for security and supervision at short notices. The contractor shall arrange to supply the required additional manpower and equipments at advance notice of one day. The rates will be calculated accordingly as per the agreed rate.
7.	:	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.
8.	:	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

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		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.
9.	:	No Security Staff shall be asked to continue after completion of his shift. Detention of Security Staff on overtime duty is not acceptable.
10.	:	The number of Security Supervisors deputed by the Contractor shall be in accordance with the Tamil Nadu Private Security Agencies Rules, 2008.
11.	:	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.
12.	:	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.
13.	:	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.
14.	:	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/- in both the cases.
15.	:	Any breach of Conditions stipulated in the contract detected by CMRL officials shall be dealt as per contract conditions besides imposing penalty clause.
16.	:	The Contractor shall maintain records of the activities of security checks, frisking etc, which shall be subject to inspection by authorised representative of CMRL.
17.	:	The Contractor's supervisors deputed to man the Security Control shall always be vigilant. Supervisor should maintain a log book recording the events of day-to-day observations chronologically and action taken. In case of major untoward incident,

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		they should send special report to CMRL's Security Officer.																		
18.	:	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.																		
19.	:	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.																		
20.	:	The Security Staff and Supervisors shall act as Quick Reaction Team in case emergencies.																		
21.	:	In the event of receipt of Security alerts, the Security Contractor should be able to deploy extra man-power to tackle the situation.																		
22.	:	The rates of Minimum Wage rules as notified by the Government of Tamil Nadu under the Minimum Wages Act 1948 and subsequent orders issued from time to time and Rules of Office of the Chief Labour Commissioner should be taken in to account.																		
23.	:	The Manpower service provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with CMRL and in no circumstances the actual disbursement shall be less than the agreed amount.																		
24.	:	The successful Agency will required to deploy at least 3 Ex-serviceman as Security Guards out of the total number of Security Guards indicated.																		
25.	:	The Personal deployed under the control shall not be less than 21 years of Age and not more than 50 years of age.																		
26.	:	<p>Shift timings:-</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Description</th> <th>Shift</th> <th>Timings</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supervisor</td> <td colspan="2">General Shift with flexible timings</td> </tr> <tr> <td rowspan="4">2</td> <td rowspan="4">Security Guard</td> <td colspan="2" style="text-align: center;">Three Shifts</td> </tr> <tr> <td>1st Shift</td> <td>06.00 hrs to 14.00 hrs</td> </tr> <tr> <td>2nd Shift</td> <td>14.00 hrs to 22.00 hrs</td> </tr> <tr> <td>3rd Shift</td> <td>22.00 hrs to 06.00 hrs</td> </tr> </tbody> </table>	Sl No	Description	Shift	Timings	1	Supervisor	General Shift with flexible timings		2	Security Guard	Three Shifts		1 st Shift	06.00 hrs to 14.00 hrs	2 nd Shift	14.00 hrs to 22.00 hrs	3 rd Shift	22.00 hrs to 06.00 hrs
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27.	:	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.																		
28.	:	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																		

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		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.
29.	:	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.
30.	:	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.
31.	:	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 15 days of deployment and submit copy of the same duly acknowledged by the appointed to CMRL for reference and records. 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.
32.	:	The Agency shall issue photo ID cards to all its employee with the Agency's Logo, Name and designation of the employee deployed.
33.	:	The Agency should produce the Police Verification and antecedents certificates in respect of the personnel to be deployed within two weeks after the award of contract.
34.	:	The Agency shall be personally responsible for the conduct of his Security Guards and in case of any complaint against any of his guards.
35.	:	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.
36.	:	The agency shall be liable to pay compensation for any loss and damage caused due to negligence of work of their personnel to the property of CMRL or its staff members / officers / visitors by the agency or his workers.
37.	:	The Security Guard deployed by the agency should have minimum literacy level and should have passed SSLC/ 10 th Standard.

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38	:	The Security Guard so deployed shall have good physique and have his appearance of Security Guard.
39.	:	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 suitable substitute immediately to ensure uninterrupted services with prior information to CMRL.
40.	:	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.
41.	:	Functions of 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.
42	:	The Agency shall provide two sets of uniforms every year to the 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 are found without proper uniform.
43.	:	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.
44.	:	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.
45.	:	Disbursement of Bonus: Bonus to be disbursed by the service provider to the Security staff engaged once in every year as per Bonus Act. The amount as per Bonus Act will be paid to the Service provider in lump sum by CMRL on every year on re-imburement basis on submission of proper invoice along with supporting documents regarding disbursement of bonus like bonus Register etc.

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Chapter-V

Scope of work

Security Services for Stage-2A Underground Metro Stations and Depot Admin Premises of CMRL

1. : The contractor should have the competence to provide Security services for Stage 2A Underground Metro stations viz. Chennai Central, Egmore, Nehru Park, Kilpauk, Pachiappas College, Shenoy Nagar, Anna Nagar(East), Anna Nagar Tower, Thirumangalam and CMRL Depot Premises at Koyambedu.
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 man day (deployment) is for eight hours (shift) round the clock in three shifts. However, The Manpower deployment will be based on requirement. The requirement of Security Services personnel and Supervisor shall be fixed by CMRL from time to time depending on the requirement at different locations of CMRL.
4. : The quantity of items shown in the scope of work/Commercial Bid is approximate and liable to vary during the actual execution of the services. The contractor shall be bound to carry out and complete the stipulated services irrespective of variation in individual items at the same rate as specified in the scope of work/commercial bid, except compensating revision in rates on account of revision in minimum wages and revision on account of change in Service Tax structure. The variation in the quantities under the contracts shall be limited to 30% of the total tendered quantities. The variation can be implemented anywhere in the network of CMRL.
5. : 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, vandalism, throwing of garbage in CMRL's premises, prevent littering, spitting and ensuring cleanliness etc.
 - 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.

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g. The personnel deployed under the services shall be required to ensure cleanliness in and around their workplace.

6. : The detailed services requirement at Depot and Admin Premises of CMRL at Koyambedu under the tender are:-

- a. Keeping active vigil of CMRL Depot and Admin Building's moveable and immovable assets, equipments and other items from any thefts, pilferage or damage and also ensure safety of employers, guest or any other person working in CMRL.
- b. Managing visitors, Manning CMRL's main and other gates.
- c. Issue of entry pass and maintenance of records of visitors entering in to CMRL premises.
- d. Recording and Maintaining records of housekeeping and contractual staff entering/leaving the Depot and Admin Premises
- e. Screening/Checking/scanning vehicles entering CMRL Depot premises.
- f. Checking of incoming and outgoing private vehicles.
- g. Maintaining records of Incoming and outgoing private Cars, Taxis etc.
- h. Guiding vehicle entry of employees and guests to CMRL Admin and Depot Buildings.
- i. Screening/Scanning baggage of Employees and guests entering Admin and Depot premises.
- j. Checking and recording of incoming and outgoing consignments.
- k. Perform cycle patrolling inside the Depot and Admin premises and shall make constant movements.
- l. Any other job as assigned by CMRL for the benefit of employees of CMRL.

7. : The detailed services requirement at Stage-2A Under Ground Metro Stations under the tender are:-

- a. Each entrance of Metro 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.
- b. Each X-Ray Baggage scanning machine, which shall be provided by CMRL, shall be manned by security personnel.
- c. At least one security staff at each entrance shall be female, for physical frisking of suspicious females if any.
- d. 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.
- e. The Security Staff shall make perform on patrolling and shall make constant movements.
- f. The Security staff shall watch, attend and properly deal with security risks like unattended / unclaimed objects, overcrowding, mischief by bullies, misbehaviour, miscreant activities etc.
- g. The Security Staff shall watch and ensure that restricted areas are not

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entered by unauthorized persons and only persons with proper authority enter these areas.

- h. 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.
- i. The Contractor shall maintain Daily / Shift wise attendance register for the Security Staff and the supervisors.
- j. 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.
- k. 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.
- l. The vehicles entering shall be thoroughly checked.

8. : **Scope of work of Security staff posted in the parking areas of CMRL Metro Stations.**

- 1. At the beginning of shift, report to Station Controller and obtain Shift Abstract Form (**SAF**) from Station Controller.
- 2. **Manning the Entry & Exit points of parking areas** and regulate the parking of vehicles in parking lots designated by CMRL.
- 3. **Collection of parking fee** as per the procedure and quantum prescribed by CMRL from time to time. Receipts to be issued to passengers for the fee collected.
- 4. **Protect passenger vehicles** against harm / theft / damage.
- 5. Security staff should be courteous to passengers and should be customer friendly.
- 6. 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, prevent littering, spitting and ensure cleanliness.
- 7. Any unattended or missed items seen in and around parking lots needs to be reported to Station controller immediately.
- 8. At the end of shift, record the details of parking revenue in SAF and handover the cash, equipment's, settlement bill, tickets etc. for fare collection to Station controller.
- 9. At any time Vehicles parked should always match with the register / system data maintained for same. If any mismatch / any short remittances of cash should be borne by the contractor.
- 10. Inform Station Controller in case of any untoward incident.

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Chapter-VI

Specification and requirement of Equipments (HHMD/DFMD/FFB)

Specification of Equipments

1. Specification of Hand Held Metal Detector (HHMD):

SI 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

2. Specification of Door Frame Metal Detector (DFMD):-

SI 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.

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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	<ul style="list-style-type: none"> a. High discrimination between small masses and personal metallic objects 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)

3. Specification of “Female Frisking Booth” (FFB):-

1	Pipes= Mild Steel with Powder coating and PP Coated.
2	Gauge of the Pipe= 16 gauge.
3	Dimension of the Pipe = 2”X 2”
4	Booth Dimension-Length = 4’4”, Width= 4’4”, Height= 7’
5	Heavy duty wheels with breaking facilities would be used.
6	ACP Opaque sheets would be used in 2 sides.
7	PVC flexible opaque curtain would be used in front and back.

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Requirement of Equipments

Sl. No	Location	Particulars of Equipment		
		DFMD	HHMD	FFB
1	Thirumangalam	4	4	2
2	Anna Nagar Tower	4	4	2
3	Anna Nagar East	4	4	2
4	Shenoy Nagar	4	4	2
5	Pachaiappas College	4	4	2
6	Kilpauk	4	4	2
7	Nehru Park	4	4	2
8	Egmore Metro	4	4	2
10	Chennai Central	4	4	2
11	Main Gate-1 (Depot Admin Building)	1	0	0
	Total	37	36	18

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Chapter- VII

Deployment of Security Staff

A. deployment of security staff at Stage-2A UG Metro Stations

Sl No	Metro Stations	Frisking Team (per shift/ two teams) (each team consist of 1 male and 1 female)				Parking				Platform			Grand Total (A + B+C)
		1 st Shift	2 nd Shift	3 rd Shift	Total (A)	1 st Shift	2 nd Shift	3 rd Shift	Total (B)	1 st Shift	2 nd Shift	Total (C)	
1	Thirumangalam	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
2	Anna Nagar Tower	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
3	Anna Nagar East	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
4	Shenoy Nagar	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
5	Pachaiappas College	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
6	Kilpauk	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
7	Nehru Park	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
8	Egmore Metro	4	4	0	8								
	Parking Area - 1					1	1	1	3	1	1	2	
	Parking Area.- 2					1	1	1	3				
	Total				8				6			2	16
9	Chennai Central	4	4	0	8	1	1	1	3	1	1	2	
	Total				8				3			2	13
10	Supervisor (1 for 4 Stations)												2
	Grand Total				72				30			18	122
Frisking Team Total-72 Staff (Male-36 and Female-36).													

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B. Deployment details of Security Staff at CMRL Depot and Admin Building Premises of CMRL

Sl. No	Location	1 st Shift	2 nd Shift	3 rd shift	General Shift	Total
1	Admin Building (Reception)	1	1	1	0	3
2	Gate-1 (Main Gate)	2	2	2	0	6
3	Gate-1(Security Cabin-Lady Guard)	0	0	0	1	1
4	Patrolling (using Bicycle)	2	2	2	0	6
	Total	5	5	5	1	16

C. SUMMARY (A+B)

Total No of Security Staff required for Stage-2A UG Metro Stations and CMRL Depot and Admin Building Premises:-

Sl No	Location	1 st Shift	2 nd Shift	3 rd shift	General Shift	Total
1	Security Staff for Stage-2A UG Metro Stations	55	55	10	0	120
	Security Staff for CMRL Depot and Admin Premises	05	05	05	01	16
	Total Security Staff	60	60	15	01	136
2	Supervisor (1 for 4 Stations)	0	0	0	2	2
	Total (Security staff and Supervisor)					138

Signature & Stamp of bidder

Chapter- VIII

**TECHNO-COMMERCIAL BID (PACKET-A)
Covering Letter Comprising the Bid**

Date:

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 2A Under Ground Metro Stations and CMRL Depot & Admin Building Premises, 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;

Signature & Stamp of bidder

- 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.

Signature & Stamp of bidder

17. The rates quoted by me/us in the Commercial Bid/Financial Bid are inclusive of the compliance of all Statutory provisions.
18. I/We agree to keep my/our Bid valid for 180 days from the Bid Due Date specified in the Bid Document.
19. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
20. I/We understand that in the event of any deviation on any Tender condition shall constitute violation in the terms and conditions of the contract and agree to impose penalty clause as per the tender conditions.
21. 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,

(Signature)

Name and seal of the Bidder.
Date:
Place:

Name and Designation of authorised signatory:

Signature & Stamp of bidder

[ON NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]
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 Stage 2A Underground Metro Stations and CMRL Depot & Admin Building Premises" 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_____

(Signature, name, designation and address)

Witnesses:

(Notarized)

- 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.

Signature & Stamp of bidder

EXPERIENCE CERTIFICATE
(on Client's Letter Head)

This is to certify that, M/s _____ (Company's Name) having its office at _____ (Address of Company) is working / had worked from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY) with us (Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions] for the provision of Uniformed and Trained Manpower under Security or Watch & Ward or Security or Guarding [select applicable service or if any other service please mention], at the location _____.

The performance of M/s _____ during the period is/was _____ [Good/Satisfactory/Poor].

M/s. _____ has been paid Rs. _____ for the period from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).

(Authorized Signatory) _____
Name of Authorized Signatory _____
Designation of Authorized Signatory _____

Note:

Separate sheet shall be submitted for each work claimed for work experience.

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: _____

Signature & Stamp of bidder

TECHNO-COMMERCIAL ANNUAL FINANCIAL TURNOVER OF THE BIDDER

Annual Turnover of the bidder

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

Tender No: Security Services-Stage-2A&CMRL Depot-2016

Financial Year	2013-2014	2014-2015	2015-2016	Average
Turnover in INR				

Note:-

- a. Bidder has to enclose attested audited balance sheet duly certified by Chartered Accountant along with the tender offer.
- b. Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed.

(Bidders Signature and Name)

Name of the authorized signatory:
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

Signature & Stamp of bidder

Annexure-5

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

Mandatory Information for Eligibility of the Bid

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.

Sl No	Techno-Commercial Criteria	Details (to be filled by the bidder)	Page Nos.	
			From	To
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 Office address (located at Chennai) of the Bidder with Telephone No. and Fax No.			
4	Specify the Legal Status of Bidder Company / Partnership Firm / Individual			
5	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business.			
6	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			
7	Details of Tender document fee: Rs. _____ (Rupees _____ only) in the form of Demand Draft in favour of "Chennai Metro Rail Limited" payable at Chennai drawn from any scheduled Commercial Bank in India approved by Reserve Bank of India.			
8	Details of Earnest Money Deposit (EMD):Rs. _____ (Rupees _____ only) in the form of Demand Draft in favour of "Chennai Metro Rail Limited" payable at Chennai drawn from any scheduled Commercial Bank in India approved by Reserve Bank of India valid for 180 days.			

Signature & Stamp of bidder

9	Bank Account No. of the Company (Please enclose self attested photocopy)					
10	PAN of the Bidder (Please enclose self attested photocopy of PAN)					
11	Service Tax / VAT Number of the Bidder (Please enclose self attested photocopy of Service Tax / VAT Registration Certificate issued by relevant authorities)					
12	PF Registration of the Bidder (Please enclose self attested photocopy)					
13	ESI Registration of the bidder (Please enclose self attested photocopy)					
14	Work Experience in similar works as per Chapter-II (5) of tender.	Sl No	Year (Period) of contract	Estimated cost of work (in Rs.)	Percentage (%) to estimated work value	Reference page No.
		1				
		2				
		3				
15	Turnover of the Bidder for the preceding three years, viz., FY-2013-14, FY-2014-15 and FY-2015-16. (Please enclose a statement duly certified by Chartered Accountant).	Year		Value (in Rs.)		Reference page No.
		2013-14				
		2014-15				
		2015-16				
		Average Turnover				
16	Profit and Loss account for the preceding three years, viz., 2013-14, 2014-15 and 2015-16 (Please enclose a statement duly certified by Chartered Accountant).	Year				Reference page No.
		2013-14				
		2014-15				
		2015-16				
17	IT Return for the last 3 Financial years(Please enclose self attested photocopy).					
18	Copy of licence under Contract Labour Act 1970 (Please enclose self attested photocopy).					

Note:

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

Signature & Stamp of 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:

Signature & Stamp of bidder

TO WHOMSOEVER IT MAY CONERN

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

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.

Seal
Date:
Place:

**Authorized Signatory
(Name)**

Signature & Stamp of bidder

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

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.

Seal
Date:
Place:

**Authorized Signatory
(Name)**

Signature & Stamp of bidder

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

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

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 organization ?		
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	Have you engaged any Middle men/agent to advance your tender ?		
11	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?		

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 notarized 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

- 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:

Signature & Stamp of bidder

Performance Bank Guarantee Bond

Managing director,
CMRL.

1. In consideration of the "Chennai Metro Rail (CMRL)"having agreed to accept from _____ (hereinafter called "the said Licensee/s with address), 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 Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.----- /- (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of _____ Licensee/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 Licensee(s) of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name and address 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 Licensee/s of any of the terms or conditions contained in the said agreement or by reason of the Licensee/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to CMRL 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 Licensee(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 Licensee(s)/suppliers (s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name and address 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 Licensee (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or

Signature & Stamp of bidder

before the _____ (date of completion plus Six months) we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name and address 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 Licensee(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 Licensee(s) or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Licensee (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 Licensee (s)/Supplier(s).
7. We, _____ (indicate the name and address of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing.
8. Bank Guarantee payable will at designated Bank Branch located in Chennai.

Date this _____ day of _____ 2016

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

Witness-1: -----
Name and Address

Witness-2: -----
Name and Address

Signature & Stamp of bidder

INDEMNITY BOND

This Indemnity is made and executed at _____ on this _____ day of _____ 2016 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 Limited (CMRL))

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 keep 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

Signature & Stamp of bidder

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

BANK DETAILS FOR REFUND OF EMD THROUGH NEFT

1	Name of the Firm/Bidder	
2	Complete Address	
3	Name of the Bank	
4	Branch	
5	Address of the Bank Branch	
6	Account Type	
7	Account Number	
8	IFS code of the Bank Branch	
9	MICR code of the Bank Branch	
10	Whether a cancelled cheque of the Bidder/Firm submitted (A cancelled cheque to be enclosed)	

Certified that the information furnished above is correct.

Name of Authorised Signatory:.....
with seal
Date

Signature & Stamp of bidder

Ref: Tender No: Security Services-Stage-2A&CMRL Depot-2016

CHECKLIST OF DETAILS AND DOCUMENTS TO BE SUBMITTED

SINo	Details / Documents submitted	Please state 'yes' or 'no'.
1	Have you attached Bank Draft for the amount of Tender Document Cost or Receipt of acknowledgement towards payment of Tender Document cost ?	
2	Have you attached Bank Draft towards EMD amount.	
3	Have you submitted Covering letter for Packet-A in your letter head as in proforma given in Annexure-01.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-02.	
5	Have you attached details of Techno Commercial Experience of the Bidder as in Annexure-03 along with supporting documents.	
6	Have you attached details of Techno Commercial Turnover of the Bidder as in Annexure-04 along with supporting documents.	
7	Have you attached mandatory information for eligibility of the Bid with all certified copies as stated vide Annexure-05.	
8	Have you attached undertaking for Third Party Audit agreement as per proforma in Annexure-06.	
9	Have you attached Certification for non-engagement of middlemen or agent as per proforma in Annexure-07.	
10	Have you attached Initial Filter Criteria (On Company's Letter head) as per Annexure-08.	
11	Have you attached "Indemnity Bond" on non judicial stamp paper of Rs.100/- as per the Annexure-10.	
12	Have you attached bank details for Refund of EMD as per Annexure-11.	
13	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).	
14	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

Signature & Stamp of bidder

Chapter-IX

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 at Stage-2A Underground Metro Stations and Depot Admin Building premises of CMRL.
- 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 Security 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.

Signature & Stamp of bidder

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Terms & Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement Viz;
 - a. Form of Tender
 - b. Notice Inviting Tender
 - c. General Guidelines
 - d. General Terms and Conditions
 - e. Special Terms and conditions of contract
 - f. Other Terms and conditions of tender
 - g. Addendums, Reply to query(s) if any
 - h. Commercial/Financial bid
 - i. Letter of acceptance
 - j. Any other documents forming part of the contract.

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.

Signature & Stamp of bidder

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 which will commence on the commencement date ie ----- which has been agreed by the parties, will be for a period of 3 (Three) years. On completion of 3 (Three) years, one renewal for a period of 1 (One) year may be given subject to review/satisfactory performance by the contractor.

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. However, Service Tax imposed on wages will be reimbursed by CMRL on submission of actual bills by the Licensee. CMRL will reimburse any new tax imposed by the Govt. In lieu of the Service Tax after commencement of the service.

There will be no price enhancement in the Annual Contract Value including Annual Service charges for entire contract period even the contract period is extended. However, CMRL will bear any increase in the Minimum Wages like Basic, VDA, PF, ESI, Bonus as notified by appropriate Government from time to time.

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.

Signature & Stamp of bidder

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

ARTICLE- 5 - PERFORMANCE SECURITY DEPOSIT

- 5.1 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 (ie Three years) within 30 (Thirty) 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 Statutory obligations like wages, etc., 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.
- 5.2 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.

ARTICLE- 6 - RIGHTS AND OBLIGATION OF THE CONTRACTOR

6.1 General

- a. The Contractor hereby agrees to fulfil 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 Metro stations and Depot premises. 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

Signature & Stamp of bidder

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

Signature & Stamp of bidder

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.

Signature & Stamp of bidder

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 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 **Employees 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

Signature & Stamp of bidder

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:
- a) The Contract Labour Act (1970)
 - b) Minimum Wages Act 1948
 - c) Weekly Holidays Act 1942
 - d) Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
 - e) The Payment of Wages Act, 1936
 - f) Hours of employment Regulations
 - g) The Employees Compensation Act, 1923
 - h) The EPF Act
 - i) The Bonus Act
 - j) The ESI Act
 - k) 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 Government of India or State Government.

Signature & Stamp of bidder

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 2.1 of the Master License Agreement.
- (b). If the Contractor fails to provide satisfactory services as under the License; or
- (c). If the Contractor engages in corrupt or fraudulent practices in execution of services under the Agreement; or
- (d). 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
- (e). 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 fine will be imposed as per tender condition. 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 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-

Signature & Stamp of bidder

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-12 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.

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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.

Signature & Stamp of bidder

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.

Signature & Stamp of bidder

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:

The Director (Systems and Operation),
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: _____

Title: _____

Date: _____

IN WITNESS OF:

- 1.
- 2.

By: _____

Title: _____

Date: _____

Signature & Stamp of bidder

Chapter- IX

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

Tender Ref: **Security Services-Stage-2A&CMRL Depot-2016**

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 2A Under Ground Metro Stations and CMRL Depot Admin Building Premises

We, the undersigned, offer to provide Security Services for Stage 2A Metro Stations and Depot Admin Building Premises of CMRL as per the terms and conditions of the Bid document.

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 Stage 2A Metro Stations and Depot Admin Buildings as mentioned in the bid document, within the time frame 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.

Our Annual quotes (for 1st year) are as under:-

(Signature of Authorized
Signatory with official seal)

Contd...P/2.

Signature & Stamp of bidder

Chapter -X
FINANCIAL BID (Packet – B)

Tender No: Security Services-Stage-2A&CMRL Depot-2016

A. Financial bid - Man power charges (To be submitted by the bidder on their letter head)

Reference	Sl No	Description	Wages per person/per day (in Rupees)							Annual Qty	Annual Man power charges
			Basic	VDA	Sub Total-(1)	EPF (13.36 %)	ESI (4.75%)	Bonus (8.33%)	Sub Total-(2)		
			A	B	C	D	E	F	G		
					(A+B)				(C+D+E+F)		
	1	Security Supervisor	325.38	121.96	447.34	59.76	21.25	37.26	565.61	2	4,12,895
	2	Security Guard	248	121.96	369.96	49.43	17.57	30.82	467.78	136	2,32,20,599
I	Total Annual Man power charges(excluding ST)									138	2,36,33,494
II	Annual Service Charges in Percentage (%) w.r.t Annual Manpower charges (I)									%	----
	Annual Service Charges in figure (rounded off to next multiple of Rs.10/ as per note 5 below)										
	Annual Service Charges in words (Rupees)										----
I+II	Total (Cost of Annual Man power charges plus Service Charges) (ie (I+II))										
	Total (Cost of Annual Man power charges plus Service Charges in words :Rupees										

1. Minimum wages as notified by the Govt. of India and amendment issued from time to time shall be strictly followed.
2. Actual Service Tax will be born by CMRL on reimbursement basis on submission of proper invoice for the same..
3. The Statutory revision (over and above mentioned rates) if any on Wages, VDA, EPF, ESI, Bonus, Service Tax, etc. due to notification of appropriate authority after finalisation of tender, the same will borne by CMRL on reimbursement basis on submission of proper invoice.
4. The price for Annual Service Charges to be quoted in percentage on Annual Manpower charges (I) mentioned above and the amount to be mentioned in figure and words without any cutting/overwriting in the appropriate column.
5. The Annual Service charges to be rounded off to next multiple of 10. While rounding off, paise should be ignored but any amount of a rupee or more should be rounded off to next multiple of 10.
6. The Annual Service Charge quoted in percentage (%) for man power will remain same and applicable for entire contract period even if the contract period is extended and the manpower is reduced or increased.
7. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of CMRL.
8. In case, discrepancy or error/overwriting in quoting of Annual Service charges in percentage/figure/words, then the lowest rate among them will be considered for evaluation process.

Signature & Stamp of bidder

B: Financial bid – Equipments charges (Packet-B)

SI No	Item Description	Rate per day/ Per equipment (inclusive of all charges) except Service Tax in Rupees	Quantity of equipments	Rate of Equipments in Rupees	Total Annual cost of equipments in Rupees
A	B	C	D	E	F
				(CXD)	(EX365)
1	Charges for provision of HHMDs		36		
2	Charges for provision on DFMDs		37		
3	Charges for provision of Female Frisking Booth (FFB)		18		
Total Annual cost of equipments (excluding Service Tax)					
Amount in words : Rupees					

- Total Rate per day/per equipments (as mentioned in the Price Bid) will remain same for entire period of contract even if the contract is extended and quantity reduced or increased.

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Signature & Stamp of bidder

Financial Bid (Packet-B)

Combined charges of Annual Man Power Charges including Annual Service charges and Annual cost of Equipments:-

SI No	Annual Man power charges including Annual Service charges (Annual Price – A) in Rupees	Annual cost of equipments (Annual Price – B) in Rupees	Annual Cost Annual Price – (A+B) in Rupees
	A	B	C A+B
1			
Total (in figure)			
Amount in words: Rupees			

1. Lowest Bidder (L1) will be decided on the lowest value of the combined cost of (A). Annual Man power charges including Annual Service charges and (B). Annual cost Equipment charges.
2. In case, two or more technically qualified bidders quote the same amounts in the Financial/Commercial Bid, which is the Lowest (ie L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 (Three) Financial Years.
3. The quantum of services mentioned in this Tender document is only indicative and may be reduced or enhanced up to 30% of the quoted quantity (on each category) as per requirement. The payment for services (for Manpower and equipments) will be paid on **pro-rata** basis on the accepted rate.

(Signature of Authorized Signatory with Official Seal)

Signature & Stamp of bidder