

CHENNAI METRO RAIL LIMITED

TENDER No: FMS-03-2016



TENDER DOCUMENT

**TENDER FOR PROVIDING FACILITY MANAGEMENT
SERVICES COMPRISING OF:**

- (A) CLEANING AND HOUSE KEEPING**
- (B) TICKET VENDING & CUSTOMER CARE**

**AT SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO,
NANGANALLUR ROAD, MEENAMBAKKAM METRO,
AIRPORT, ST.THOMAS MOUNT METRO) OF CHENNAI METRO
RAIL LIMITED STAGE 1 A**

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

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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 and obtain independent advice from appropriate sources. 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. The issue of this Document does not imply that CMRL is bound to select the Bidder or to appoint the Selected Bidder. CMRL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. CMRL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. CMRL reserves the right to change / modify / amend any or all of the provisions of this Bid Document at any stage. Such changes shall not be notified to all bidders who have bought the tender document.
5. Bidders are advised to remain vigilant and monitor the website www.chennaietrorail.gov.in for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates.



CHENNAI METRO RAIL LIMITED

TENDER NOTICE No: FMS-03-2016

CMRL invites sealed Tender under **TWO PACKET SYSTEM** for the works as detailed below:

Name of Work	Tender No: FMS-03-2016 -TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES (A) CLEANING AND HOUSE KEEPING (B) TICKET VENDING & CUSTOMER CARE. AT SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO) OF CHENNAI METRO RAIL LIMITED - STAGE 1A
Earnest Money Deposit	Rs.25,00,000.00 (INR Twenty Five lakhs only)
Estimated value of Work	Rs.12.08 Crores (INR Twelve Crores Eight Lakhs only) (for three years)
Duration of Contract	Three years from the date of issue of Letter of Acceptance (May be extended by one year further after performance review)
Date of commencement of sale of Tender document	09 th March 2016
Last date of sale of Tender Document	09 th April 2016 up to 13:00 hrs.
Due date of submission of Tender	11 th April 2016 up to 12:00 hrs.
Date and Time of Opening of Tender (Techno Commercial Bid)	11 th April 2016 at 14:30 hrs.
Date of Pre-bid Meeting	22 nd March 2016 at 11:00 hrs. at CMRL 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, (Opposite to Daniel Thomas School), Koyambedu, Chennai – 600107.
Cost of Tender Documents	1. For Hard Copy: INR.20,000.00 (Indian Rupees Twenty Thousand only) including TNVAT non-refundable and payable in the form of Bank Draft in favour of "CHENNAI METRO RAIL LIMITED". 2. For Soft Copy: INR.18,000.00 (Indian Rupees Eighteen Thousand only) including TNVAT non-refundable and payable in the form of Bank Draft in favour of "CHENNAI METRO RAIL LIMITED" to be submitted along with the Bid. The Tender Documents can be downloaded from website www.chennaiemtorail.gov.in .

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.chennaiemtorail.gov.in

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

GENERAL GUIDELINES

The Tender Document is to select contractors for provision of Facility Management Services at six stations (**viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO**) of Chennai Metro Rail Limited comprising of (a) Cleaning and Housekeeping (b) Ticket Vending & Customer Care Services.

1. The tender document encompasses the scope of work, eligibility criteria, selection procedure, instructions, terms and conditions and other associated / related document(s) / annexure(s).
2. 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.
3. **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 Queries (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 documents shall be submitted in English Language.**
4. Each Tenderer shall submit only one tender. In case more than one tender is submitted, then all such tenders in which the bidder has submitted will be considered invalid.
5. Bidders should provide all the required Techno-Commercial and associated information and attach supporting documents as mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever required.
6. For any query from the bidder, CMRL reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if CMRL does not respond to any query or does not provide any clarification.
7. 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.

8. 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.
9. Separate Techno-Commercial and Financial bids are required to be submitted for the tender.
10. 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.
11. 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.
12. Bidders are requested to remain in touch with CMRL's Website www.chennaietrorail.gov.in for any kind of latest Information, Addendum, etc.
13. CMRL will display the name of the successful bidder on CMRL's website for information of all concerned.

GENERAL CONDITIONS OF CONTRACT**1. PREAMBLE**

Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

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 at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107.

- a. **"Contract"** means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, General Conditions to 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;
- b. **"Tenderer"** or **"Bidder"** shall mean the person / the firm / company who tenders for the works with a view to execute the works on contract with the CMRL and shall include their personal representatives.
- c. **"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
- d. **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
- e. **"Omissions and Discrepancies"**: Should a tenderer 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 tenderer 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.
- f. **"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 conformation 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.
- g. **"Contractor's Office"**: The Contractor shall establish an office in Chennai and the address with all contact details of the same may be communicated to CMRL. Whenever change of his office is effected the address of the changed location shall be advised to CMRL without fail.
- h. **"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 to the office, or to the address of the firm last furnished by the Contractor.

- i. **“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.
- j. **“Currency”:** The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- k. **“Facility Management”** in CMRL context means provision of Cleaning and Housekeeping, Ticket Vending & Customer Care Services.
- l. **“EMD”:** Earnest money Deposit and means Tender Security.

2.0 TENDER DOCUMENT:

1. This is a Facility Management Tender to provide Cleaning and Housekeeping and Ticket Vending & Customer Care Services at six stations. The tender herein after shall be referred as **“Facility Management Services”**
2. **The bidder shall quote his bid for all the services lump sum only. The lump sum amount shall be arrived as total of all the unit wise cost per annum. The quote shall be for per annum. The bidder shall carefully quote in the financial bid. Monthly quote or Three yearly quote will entail disqualification & forfeiture of EMD.**
3. General conditions and special conditions for specific activity shall be read and understood thoroughly.
4. 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.
5. If there is variation between General conditions and special conditions, special conditions pertaining to the specific activity shall prevail.

3.0 BID NOTICE

1. CMRL invites bid on single stage two packet systems, from Facility management service providers for “Provision of Facility management services”.
2. The Scope of Work and Terms of Reference is provided in the respective Activity.

3. Bid Documents:

The interested Bidders may purchase ‘Bid documents’ which can be obtained between from 11:00 hrs on all working days up to 13:00 hrs of 09th April 2016 in person from the CMRL Office at the address given in paragraph 9 below, on payment of non-refundable document fee of Rs.20,000.00 (Rupees Twenty 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.

4. **Bidding document** can also be downloaded from the website www.chennaietrorail.gov.in and the bids can be submitted on the downloaded document along with a separate Demand Draft in favour of “CHENNAI METRO RAIL LIMITED” payable at Chennai for Rs.18,000.00 (Rupees Eighteen Thousand Only) from any Scheduled Commercial Bank in India approved by Reserve Bank of India

inclusive of TNVAT, towards the cost of bidding documents at the time of bidding, failing which the offer will be summarily rejected.

5. **Earnest Money:** The bid must be accompanied by Earnest Money of Rs.25,00,000.00 (INR Twenty Five 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.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given in Para 9 below not later than 12:00 hours on 11th April 2016. Techno-commercial bids shall be opened on the same day at 14:30 hrs. in the presence of Bidders' Representatives who choose to attend. For this an authority letter of the firm is required. The onus of dropping the bid in the box lies with the bidder. Bids received after 14:30 hrs of 11th April 2016 will be called 'late' bid and will not be considered further for evaluation.
7. CMRL reserves the right to accept / reject any or all Bids without assigning any reason thereof.
8. The Bidder fulfilling the eligibility criteria will be evaluated based on the evaluation criteria given in this Bid document.
9. **Address for Communication:**

**Director (Systems & Operations),
Chennai Metro Rail Limited.
Admin Building, CMRL Depot,
Poonamallee High Road,
(Opposite to Daniel Thomas School),
Koyambedu, Chennai – 600107.**
10. **Pre-Bid Meeting:** A Pre-Bid Meeting is scheduled to be held on 22nd March 2016 at 11:00 hrs at the address given on para 9 above, with the prospective bidders who have purchased the tender document.

4.0 SCOPE OF WORKS

The detailed Scope of the Works is described under the heads of individual activity.

5.0 ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

The tenderer shall be a Facility Management Service provider predominantly carrying out Housekeeping and cleaning services.

5.1 Legal Status of the Bidder (Who can apply)

The Bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder should be either an individual or a Company incorporated under the Companies Act 2013 or a partnership firm registered under the partnership act 1932. The Bidder may be private entity or a Government Entity.

6.0 AUTHORIZED SIGNATORY AND ADDRESS OF THE CONTRACTOR:

- 1 The Signatory of the bidder should attach an authorization certificate **Annexure-1 (Packet-A)** mentioning:

- a) The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor.
 - b) 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
 - c) 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.
2. 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 **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 authorizing 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.

7.0 MINIMUM ANNUAL TURNOVER AND WORK EXPERIENCE:

Clause No.	Clause	Description	Criteria
7.1 (a)	Turn-over	Bidder should have an annual turnover of Rs9.66Cr and above for the last 3 financial years i.e. (FY14-15, FY13-14 FY 12-13).	Turnover (in each of the preceding 3 FY) Should be Rs9.66Cr or above. Tenderer(s) should produce a copy of balance sheet duly certified by the Chartered Accountant.

7.1 (b) Work Experience (Annexure-3) (Packet-A)

Experience of having satisfactorily completed similar works during last 3 years (FY2014-15, 2013-14, and 2012-13) should be either of the following:

- (a) Three similar completed works each costing not less than the amount equal to **Rs4.83Cr** (40% of the estimated cost of Rs.12.08Cr)
Or
- (b) Two similar completed works each costing not less than the amount equal to **Rs6.04Cr** (50% of the estimated cost of Rs12.08Cr)
Or
- (c) One similar completed work each costing not less than the amount equal to **Rs9.66Cr** (80% of the estimated cost of Rs12.08Cr)

8.0 ADDITIONAL MANDATORY REQUIREMENTS – ANNEXURE-4 (PACKET-A)

All other mandatory requirements have been enlisted at **Annexure -4** of the Bid document. This includes Permanent Account Number, VAT / Service Tax Registration, ESIC and PF Registration, etc.

The Bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three preceding [FY2014-15, 2013-14,2012-13] financial years to be enclosed.) **Annexure-5 (Packet-A)**

9.0 EVALUATION CRITERIA

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

- (a) it is received as per format (Packet-A) and Packet-B)
- b) it is received by the Bid Due Date including any extension thereof
- (c) it is accompanied by the Power(s) of Attorney as, as the case may be;
- (d) it contains all the information and documents(complete in all respects) as requested in this Document and/or other communication(in the formats same as those specified);
- (e) it contains a copy of the receipt for payment towards the cost of this Document .
- (f) It is accompanied by the receipt of Earnest Money of Rs.25,00,000.00 (Rupees Twenty Five Lakhs only) (in the form of Bank Demand Draft drawn on any Scheduled Bank in India approved by Reserve Bank of India).

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

3. Such bids which clear the 'test of responsiveness' as 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.

4. Contacts during Bid Evaluation Bids shall be deemed to be under consideration immediately after they are opened and until such time CMRL makes official intimation of award/ rejection to the bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.

10.0 FRAUD AND CORRUPT PRACTICES

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

- a. Forfeit and appropriate the Bid Security or Performance Security, as determined by CMRL, without prejudice to any other right or remedy that may be available to CMRL hereunder or otherwise.

- b. Debar the Bidder or Licensee to participate in any Bid, etc. issued by CMRL for a period of 5 (five) years from the date of occurrence of such event.
2. For the purposes of this Clause the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CMRL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising thereof, before or after the execution thereof, any time prior to the expiry of one year from the date such Official resigns or retires from or otherwise ceases to be in the service of CMRL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) ; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the award of License or the LOA or the License Agreement, who at any time has been or is a legal, financial or Techno-Commercial adviser of CMRL in relation to any matter concerning the award of License.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process ; or (ii) having a Conflict of Interest ; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11.0 DEFAULT:

If the Contractor i) has abandoned the Contract; or ii) is not executing the service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.

Then CMRL, after giving 7 (Seven) days’ notice in writing to the Contractor, may expel the Contractor from the premises without thereby releasing the Contractor from any of his other obligations or liabilities under the Contract.

12.0 BANKRUPTCY:

CMRL may at any time by notice in writing summarily terminate the Contract without compensation any of the following events.

- i) If the Contractor shall at any time be adjudged bankrupt, or shall have a Receiving Order or Order for Administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or
- ii) If the Contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a Receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have not prejudice or affect any right of action or remedy which shall have accrued thereafter to CMRL.
- iii) In either of the cases or in any other case where in the opinion of CMRL, the Contractor is performing his duties unsatisfactorily, CMRL may employ and pay another contractor to carry out and complete the work and may purchase all materials necessary for the carrying out of the work. In such cases, the value of the work done shall be assessed by CMRL and CMRL shall have the right to recover such sums from the Contractor.

13.0 LABOUR LAWS, PROVIDENT FUND, ESI etc.

- a) The Licensee shall obtain all legal licenses and approvals before the commencement of license; otherwise the contract shall stand cancelled.
- b) CVs of the personnel to be deployed should be submitted to CMRL. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor which shall contain the following information but not limited to:-
 - i. Name in full
 - ii. Father's name
 - iii. Date of Birth
 - iv. Present Address
 - v. Permanent Address
 - vi. Educational Qualification
 - vii. Experience in relevant field of activity
 - viii. Whether any antecedents of Police cases(Police verification certificate to be enclosed).
 - ix. On top of every CV, the proposed category is also to be indicated.
- c) The Licensee shall comply with the provisions of all labour legislation's including the requirements of:
 - i. The Contract Labour Act, 1970
 - ii. Minimum Wages Act 1948
 - iii. Weekly Holidays Act 1942
 - iv. Prevention of Child Labour Act 1986 (No child labour shall be employed by the Contractor)
 - v. The Payment of Wages Act, 1936
 - vi. Hours of employment Regulations
 - vii. The Workmen's Compensation Act, 1923
 - viii. The EPF Act
 - ix. The Bonus Act
 - x. The ESI Act

- xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

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

- d) The Licensee shall enforce the provisions of ESI Act and Scheme with regard to all his employees involved in the performance of this License.
- e) The Licensee should comply with the provisions of the Employees Provident Fund Act. They should promptly deposit P.F. deduction of the eligible employees. For this purpose, the agency must submit a certificate every month that PF amount has been deducted from the eligible employees and has been deposited with R.P.F.C. In support of this, the agency must furnish the challan / receipt for the payment made to RPFC, along with list of employees who are covered while submitting the Bills for payment.
- f) The Licensee 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 Licensee shall be borne by them. The Licensee shall take necessary steps to cover its employees under the above 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. **The staff engaged by the licensee, 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 licensee.**
- h) 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 Licensee 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.
- i) In case of any enhancement in PF contribution, bonus act, ESI etc. all such increments / enhancements have to be borne by the Contractor.
- j) The bidder shall produce certificate of Registration from the Department of Labour for engaging Contract Labours.

14.0 INJURY TO PERSONS:

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

15.0 TENDER REQUIREMENTS

15.1 For the purpose of selection of contractor, the tender document is divided into two parts viz. the Techno-Commercial Bid and the Financial Bid. The requirements for Techno-Commercial Bid are as under:

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

15.1.2 Power of Attorney in the name of Authorized Signatory (**Annexure-2**), in case the documents are signed by the authorized signatory of the bidder.

15.1.3 The bidder shall be required to enclose checklist as in (**Annexure-6**) (**Packet-A**) along with the Techno-Commercial Bid.

15.1.4 Besides above, the Bidder shall submit the Initial filter criteria (**Annexure-7**) duly filled in, on the letter head of its company. Bidder has to first qualify the Initial Filter Criteria in order to be eligible for evaluation of their Techno-Commercial Bid.

16.0 TENDER CLARIFICATION PROCESS: QUERY FROM BIDDERS

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 only during pre-bid meeting from the Director (Systems & Operations), as per schedule given in the Notice Inviting Tender. Reply to Query, if any given by CMRL on its website, shall form part of the Tender Document.

17.0 COST OF TENDERING

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

18.0 TENDER VALIDITY

The tender shall remain valid and open for acceptance for a period of 180 days from the date of tender opening. 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. Bidders may refuse the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly.

19.0 EMD

- a) The bidder shall furnish, as EMD, an amount of Rs.25,00,000.00 (Rupees Twenty Five lakhs only) in the form of Bank Draft from a scheduled commercial bank approved by Reserve Bank of India in favour of Chennai Metro Rail Limited” with a validity of 180 days or a Banker’s Guarantee from a Scheduled Bank approved by Reserve Bank of India for a value of Rs.25,00,000.00 (Rupees Twenty Five lakhs only) valid for 180 days.
- b) Tenders not accompanied by EMD will be summarily rejected as non-responsive.

- c) The EMD of unsuccessful bidders will be discharged / returned by CMRL as promptly as possible after the expiry of the period of tender validity / finalization of the tender. Bidders are required to fill **Annexure – 11** towards return of EMD.
- d) The EMD may be forfeited: -
- 1) If the bidder withdraws/modifies his tender during the period of tender validity.
 - 2) If it is determined that the financial bid of the tenderer is abnormally low and raises concern with such authority as to the ability of the tenderer to perform the contract. The tender acceptance authority will also reject the tender.
 - 3) In case of a successful bidder fails to: -
 - i) Furnish the necessary Performance Guarantee within the prescribed time limit.
 - ii) Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance.
 - iii) Enter into the Contract Agreement within the time limit.
- e) No interest shall be payable by CMRL on the EMD.

20.0 TENDER PRICES

1. The Contract shall be for the work, as described in Bill of Quantities/Letter of Acceptance. The bidder is required to quote his rates taking into account all the Terms and Conditions of the Tender.
2. The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. **If there are erasures, corrections and over writings, the same shall be attested by the signatory. Any unattested corrections/erasures shall lead to disqualification of the tender rejected.**
3. **Prices for the second year of operation of the tender will be enhanced by CMRL at the rate of 5% of the first year's rate(Base Rate) and 5% enhancement of the previous year's rate will be granted by CMRL for the subsequent years of operations subject to satisfactory performance.**
4. **C Shift [Night Shift] of TOM/EFO operators will be operated in due course of time. However the tenderer's quote should include manpower cost for C shift also.**
5. Service tax will be reimbursed by CMRL on submission of actual bills by the Licensee.

21.0 TENDER SUBMISSION

Tender shall be submitted as sealed bundle containing 3 envelopes. The contents of the envelopes are given below:

1. ENVELOPE-1 – Shall be super scribed as EMD and Cost of Tender Document as FMS-03-2016 and shall contain two sealed covers, one cover shall contain the Demand Draft for EMD and the other cover should contain the Demand Draft for 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.

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2. ENVELOPE 2: Shall contain a sealed cover consisting of the entire tender document (except the financial bid) i.e. Page No. 1 to 68 and addendum/corrigendum(if any). The Envelope shall be sealed and superscribed as "Techno-Commercial Bid (Packet-A) for FMS-03-2016."
3. ENVELOPE-3 –The Financial Bid (Packet-B) i.e. Page No. 69 to 70 for FMS-03-2016 must be sealed in a separate envelope duly marked as "Financial Bid (Packet-B) for FMS-03-2016".
4. All the envelopes should contain name of the Bidder at the bottom. All the envelopes must be addressed to the following: -

**Director (Systems & Operations),
Chennai Metro Rail Limited.
Admin Building, CMRL Depot,
Poonamallee High Road,
(Opposite to Daniel Thomas School),
Koyambedu, Chennai – 600107.**

5. Tenders may be submitted, by hand, not later than 12:00 hrs. on 11th April 2016.

22.0 TENDER OPENING

1. On opening of the main sealed bundle, it will be checked if it contains all the three envelopes; the Envelope-1, for EMD and Tender Document cost, (if downloaded from the CMRL website), Envelope-2 the Techno-Commercial Bid and Envelope-3 "Financial Bid for FMS-03-2016".
2. The sealed Financial Bid will be kept in the safe custody of CMRL and will be opened on a subsequent date after evaluation of Techno-Commercial bids. Financial Bid of all Techno-Commercially qualified bidders who qualify the Techno-Commercial Evaluation will be opened on the date and time intimated to all such eligible bidders separately.

23.0 OTHER TENDER GUIDELINES

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

6. Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case CMRL may forfeit the Earnest Money Deposit submitted with the tender.
7. CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
8. Bidders are advised to submit only one tender, submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
9. **The quantum of Services mentioned in this document is only indicative and may be reduced or enhanced upto 30% of the quoted quantity. The payment for services will be reduced or enhanced proportionately as the case may be on the accepted rates as in Packet-B.**
10. **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.**

24.0 AWARD OF TENDER:

1. CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or
 - c. 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.
2. It shall be deemed that by submitting the Bid, the Bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and / or in connection with the Bidding Process, to the full extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
3. The Disclaimer as set forth at the outset of this document and the License Agreement as stated in this Document shall be deemed to be the part of this Document.
4. The selected Bidder shall have to execute the License Agreement in the manner and format as indicated by CMRL in this Document.
5. CMRL will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
6. Responsive bid is one that conforms to all the terms, conditions, and Specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities or reservation,
 - a. One that limits in any substantial way the scope, quality, or performance of the

- product/ material/ materials.
- b. that limits, in any substantial way that is inconsistent with the tender documents, CMRL rights or the successful bidders' obligations under the contract; and
 - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids. If a bid is not substantially responsive, it will be rejected by CMRL and may not subsequently be made responsive by the bidder by correction of the nonconformity.
7. CMRL's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing the response to which shall also be in writing.
 8. In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Commercial Bid, then the bidders will be asked to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid shall be adjudged the Lowest Tenderer. In case, a tie still persists after the procedure mentioned above, the selected tenderer shall be identified by draw of lots, which shall be conducted, with prior notice in the presence of the tied tenderers or their representatives who choose to be present.
 9. Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, through Letter of Acceptance, that his tender has been accepted.

25.0 LETTER OF ACCEPTANCE

1. The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within 15 days from the date of issue of LOA.
2. Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and discharge / return their EMD/ BG thereof.
3. No correspondence will be entertained by CMRL from the unsuccessful bidders.

26.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

1. After issuance of the Letter of Acceptance, in case, the successful bidder fails to commence the work, for whatsoever reasons, as per terms and conditions of Tender then the LOA shall be cancelled and the EMD will be forfeited in favour of CMRL.
2. CMRL will reject the tender or rescind the contract if CMRL determines that the Bidder / Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices or other immoral activity.
3. CMRL will declare a Contractor ineligible for a stated period of time, to be awarded a contract(s) if it at any time it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
4. The successful Bidder/Contractor shall apprise CMRL through Chief Vigilance Officer, CMRL of any fraud/suspected fraud as soon as it comes to their notice.

27.0 PERFORMANCE SECURITY (ANNEXURE-8)

1. The successful bidder shall furnish to CMRL a security in the form of Bank Guarantee (unconditional) for an amount, equivalent to 10% of the Contract Price (3 years contract value) within 45 days from the date of issue of Letter of Acceptance. The Bank Guarantee shall be valid for 3 years and six months. The Bank Guarantee shall be

prepared as per the format of Bank Guarantee provided in this Tender Document (**Annexure - 8**) with a scheduled Bank approved by Reserve Bank of India, based in India. Further if and when contract value increases, even as a result of revision in Service Tax, the contractor shall be required to deposit additional BG(s) so as to ensure availability of Bank Guarantee @ 10% of contract value (3 years contract value) with CMRL at all times.

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. **Bank Guarantee payable at designated bank branch located in Chennai.**

28.0 SIGNING OF CONTRACT AGREEMENT

1. CMRL shall prepare the contract agreement as in the proforma given in this tender document (**Annexure -10**), duly incorporating all the terms and conditions of the tender.
2. For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non Judicial Stamp Papers each of appropriate value, as intimated by CMRL.
3. Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
 - a. Performance Security within 45 days of award of Letter of Acceptance.
 - b. Power of Attorney in favour of Authorized Signatory(s)
4. The Contract Agreement shall require to be executed within Sixty (60) days from the date of issue of the Letter of Acceptance.

29.0 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.

30.0 NOISE AND DISTURBANCE/POLLUTION

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the CMRL from and against any liability for damages on account of noise or other disturbance/pollution created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability. Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

31.0 DAMAGE TO CMRL PROPERTY OR PRIVATE LIFE AND PROPERTY:

The Bidder 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. 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 Bidder. 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 Bidder, 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, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

32.0 RIGHT OF WAY:

Right of way (within CMRL land) to the work site will be provided to the Contractor and his employees. They shall always carry their Photo identity card.

33.0 COORDINATION WITH OTHER CONTRACTORS:

The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for CMRL in the same package /other packages.

34.0 SUPPLY OF MATERIALS, TOOLS AND EQUIPMENT:

No material, tools, and equipment shall be supplied by the CMRL except otherwise specifically agreed to by CMRL. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The Contractor shall have to identify sources for supply of all such cleaning reagents and consumable materials and get them approved by CMRL before the use. The Contractor shall submit the sample to CMRL and shall use only after the sample is approved in writing. Nothing extra shall be payable to the Contractor on this account. The contractor should have the capacity to keep the equipments in good fettle. CMRL will review periodically

35.0 SUPPLY OF WATER AND ELECTRICITY:

- a. CMRL shall make arrangements for Water supply and Electricity necessary for the Works.
- b. The contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The contractor shall tap the Electricity as per Indian Electricity Rules and Indian Electricity Act (2003) duly following all safety precautions.
- c. The contractor shall submit full scheme for the requirement of Electricity and water. If scheme mentions Electricity requirement which is beyond the capacity of CMRL, the contractor shall make his own arrangements / alternative arrangements.

- d. The Contractor should make his own arrangements to draw the water from the available water point to the working place without causing hindrances to other activities and passenger movement.

36.0 ACCESS ROADS:

Existing roads and other public roads may be used by the Contractor to carry out activities, with prior approval of the competent authority.

37.0 PAYMENT:

- a. All the claims shall be approved by the competent person. The payment will be effected within 21 days of submission of the contractor's claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable. No advances shall be paid to the Contractor. Tax deduction at source from each on-account progress bill shall be made 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 tax exemption.
- b. The monthly bills shall be paid only if it is accompanied by the proof of the following, but not limited to :
 - i. Having paid due wages to all the workmen engaged in the provision of the services during the previous month.
 - ii. Having deposited the contribution to PF, ESI etc. with the concerned authorities for the previous month as per the relevant statutes.
- c. 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.
- d. Service tax will be reimbursed by CMRL on submission of actual bills by the Licensee.

38.0 SECURITY MEASURES:

- a) Security arrangements 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 /employees. A fine of Rs.5000/- 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.
- b) Contractors' employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots and other safety/protection wear 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.
- c) Contractor shall submit Police Verification Certificate of each employee and staff to CMRL. In case the employee is replaced, then the contractor shall inform the concerned Station controller and CMRL office and also submit the police verification of replacements.

39.0 CARRIAGE OF MATERIALS:

No contractors' materials shall be carried by metro trains.

40.0 FACILITIES FOR INSPECTION :

The Contractor shall afford CMRL and its Representatives every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide the required appliances for this purpose. CMRL and its Representatives shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

41.0 SAFETY OF PUBLIC/STAFF:

The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff whether on public or CMRL property.

42.0 WORKMANSHIP AND TESTING :

The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of CMRL according to the instructions and directions which the Contractors may from time to time receive from CMRL. The materials may be subjected to tests by means of such machines, instruments and appliances as the CMRL may direct and wholly at the expense of the Contractor.

43.0 INDEMNITY BY CONTRACTORS (ANNEXURE- 9) (PACKET-A):

- 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. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- b) The Contractor shall ensure that his men are always be well-behaved 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).

CLEANING AND HOUSEKEEPING SERVICES

**CLEANING AND HOUSEKEEPING SERVICES AT SIX STATIONS OF
CMRL, STAGE 1A**



SPECIAL CONDITIONS FOR CLEANING AND HOUSE KEEPING SERVICES

1.0. SCOPE OF CLEANING AND HOUSEKEEPING SERVICES

- 1.1 The Contract involves providing comprehensive services for Cleaning and Housekeeping Services for Six Metro Railway stations of Stage 1 A of Chennai Metro Rail Limited. It also includes collection of garbage and its disposal as per CMRL's stipulations. The work may be required to be done during the day and night as per CMRL requirement. Cleaning includes cleaning of Floor areas, Rooms and Equipments housed therein, Lifts & Escalators, Toilets, Vertical finishes, Roof arches, Roof ceilings, Glass Panels, Doors, windows, Rolling shutters, Railings, False ceilings, False floorings, Removal of Cob Webs, cockroaches and other insects ,Bird droppings if any, Bitumen surfaces, Pavements, Kerb stones, Walls, Pillars, Hand rails, Mirrors, Ceramic / Concrete Jali etc. of stations.
- 1.2 Cleaning and washing of Track Area including plinths within the station boundary.
- 1.3 Sanitation of toilets for six stations including supply of necessary items like paper roll, bucket/ mugs, room freshener, hand wash, odomisers etc.
- 1.4 The tentative shift timings for cleaning and housekeeping of stations are as follows:
 1) 06.00 To 14.00 hrs
 2) 14.00 . To 22.00 hrs
 3) 22.00 . To 06.00 hrs (night shift)

Every Station is provided with passenger amenities like Lifts, Escalators and Stair cases at different levels of station premises. The approximate quantities of the same in respect of each Station are given below

Details of Lifts, staircases, Escalators, Toilets for Stage 1 A stations of CMRL:

S.No	Station Name	Station Code	Passenger Staircases	Lifts	Escalators
1	Little Mount Metro	SLM	4	2	3
2	Guindy Metro	SGU	7	3	4
3	Nanganallur Road (OTA)	SOT	6	3	0
4	Meenambakkam Metro	SME	6	4	0
5	Chennai Airport Metro	SCA	5	6	3
6	St.Thomas Mount Metro	STM	6	9	4
	TOTAL		34	27	14

2.0 CLEANING MATERIALS/DETERGENTS:

Environmental friendly cleaning material/detergents to the extent possible should be used for cleaning and housekeeping operations. These should be free from chemical reactions, odourless and should not affect the passengers/employees, materials and equipment etc. CMRL's approval should be obtained before using the cleaning detergents/materials. The contractor shall submit the final list of Eco friendly detergents/chemicals with all the necessary Techno-Commercial details and Test reports which are needed for approval within 20 days of awarding of contract. The Contractor will also submit details of Disinfectants, chemicals / pesticides for pest control / Rodent control with full Techno-Commercial details within 20 days for approval. CMRL has a right to alter the given approval any time during the period of contract. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc on daily basis.

2.1 Estimated Quantity Of Ecofriendly Detergents To Be Used In Each Station :

S. No	Type of Cleaning Chemicals	Estimated requirement per month (litres) for each station
1	Hard surface floor cleaning	20
2	Bath Room /Toilets floor cleaning	20
3	Disinfectants for Bath room /Toilets	15
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc.	15
5	Glass surfaces etc	5
6	Steel surfaces	5
7	Aluminum surfaces	5
8	Any other types	5
9	Pest Control- a. Cockroaches, Mosquitoes, Lizards b. Flies, Ants, Other flying/Crawling pests c. Rodent control	20
10	Room Freshener	As per site conditon
11	Odour Diffuser	As per site conditon

NOTE:- 1. Above Quantity of Chemical/detergents are only indicative. Additional chemicals/detergents may be used to maintain general cleanliness and hygiene. All the Chemicals and the cleaning agents should be of high standard not causing injury to human beings and property and shall have the prior approval of CMRL. Bidders have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by CMRL duly indicating the application of such chemical/reagent.

2. Chemicals shall be stored safely in dispensers fixed in Housekeeping Rooms.

3.0 CLEANING AND HOUSEKEEPING MACHINERIES/EQUIPMENTS ETC.

- a) List of Machinery & Equipment deployed along with Technical details like make, capacity etc are to be submitted for approval to CMRL.
- b) The Machineries and Equipments provided for cleaning and Housekeeping should have adequate capacities capable of comfortably completing cleaning operation during non-operational hours.
- c) Machineries and Equipment are to be provided as per the details in schedule. The contractor shall also keep adequate number of spare machines/equipment to meet any failure, without affecting cleaning work. The upkeep and performance of machinery/equipment shall be the sole responsibility of contractor.
- d) The battery operated machines shall be used for cleaning of circulating areas, platforms etc. The contractor shall use adequate number of spare batteries which are kept in charged condition. The contractor will have to use his own battery chargers.
- e) The Machineries and Equipment used should be energy efficient and should draw current in proportion to machine capacity. Deployment of Inefficient machines will attract penalty.
- f) If it is found that any machine is not working, penalty shall be imposed as per clause 3.2 (G)
- g) Trained personnel shall only be deployed for operating the Machines and Equipment.
- h) Safety instructions of Machines and equipment should be legibly displayed on the equipment. All Machines & Equipments to be provided shall be brand new.

3.1 Type of Machines and their specification

1. Cleaning machines may be of following International brands or equivalent.
 - i. TASKI- Switzerland.
 - ii. KARCHER – Germany.
 - iii. Inventa.
 - iv. Bosch.
 - v. Roots.
2. No reduction in the minimum number of specified machines and equipment required to be deployed is acceptable. All the machines must have authentic branding clearly displayed on them.
3. The above list is indicative only and the bidder may deploy additional machines to meet the site requirements.

3.2 SPECIFICATION FOR DIFFERENT MACHINES TO BE USED

A. SINGLE PHASE/THREE PHASE COLD WATER HIGH PRESSURE CLEANER

This machine is required to pressure wash platform area, tracks, washrooms and drains etc. The machine should be equipped for cleaning hard floor surfaces and walls with pressurized water and rotating jets without splashes, cleaning the chocked drains, pressure washing tracks. Stainless steel housing with bristle skirting and rotary nozzles attached to it should be provided with the machine for cleaning surfaces.

B. TREADS AND RISER CLEANER/STAIRS CLEANER

The machine is required to perform cleaning on stairs, vertical surfaces, corners with scrubbing function in a mechanized cleaning environment. Machine should be able to clean small surface areas and awkward angles and corners, stairs such as treads and risers (horizontal and vertical surfaces).

C. BATTERY POWERED WALK BEHIND AUTOMATIC SCRUBBER DRIER AND POLISHER)

The machine is required for deep cleaning, maintaining and buffing/polishing. The machine will be required to perform wet scrubbing and drying simultaneously followed by buffing/polishing of the floors and smooth areas of stations.

D. HEAVY DUTY WET ,N^o DRY VACUUM CLEANER

The machine is required for all-purpose picking up coarse, fine, dry and damp dirt as well as water and other fluids from the surface. The machine will be required to perform wet and dry vacuum functioning at all the areas of stations.

E. SINGLE DISC FLOOR SCRUBBING MACHINE

The machine is required for deep cleaning, maintaining and buffing/polishing and the Metro Station, flooring which have a smooth surface. The machine will be required to perform wet scrubbing of floors and small smooth areas of stations.

F. MANUAL SWEEPER WITH IN BUILT VACCUM SYSTEM:

The machine is required for manual sweeping of Metro stations areas for dust free sweeping.

Note: All the materials and machineries used by the contractor shall be legally possessed by him.

G. House Keeping Machinery Deployment:

S.No	Type of Equipment	Min. Qty to be deployed per station	Penalty per day per machine if machines is not working/not deployed
1	Single Phase/3 Phase Cold Water High Pressure jet cleaner for splash cleaning	01	Rs.200/-
2	Battery Powered Walk Behind Automatic Scrubber Drier	02	Rs.500/-
3	Single Disc Floor Scrubbing Machine With Dual Speed	01	Rs.300/-
4	Wet and Dry Vacuum Cleaner With Remote Control Filter Cleaning System	02	Rs.200/-
5	Stair and Riser Hand Held Scrubbing and Polishing Machine with variable speed.	01	Rs.300/-
6	Running Escalator Scrubber With Suction Mortar, Brushes, Leading and Trailing Cobs	01	Rs.300/-

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7	Window Glass Cleaning Kit with 20Ft Extendable Non Metallic Telescopic Pole	01	Rs.100/-
8	Twin Bucket Wet Mopping Trolley with Wringer	03	Rs.100/-
9	Complete Dry Mopping System with Swivel Frame and Non Metallic Rod	03	Rs.100/-
10	Manual Sweeper with Inbuilt Manual Vacuum System	01	Rs. 200/-

Note: Cost of all consumables and cleaning detergents/materials used in the above machines towards station cleaning has to be borne by the Bidder.

In addition to the consumables mentioned above, if any other cleaning detergents/materials or any other material required are to be provided by the Contractor.

4.0 DO'S AND DON'TS FOR FMS STAFF

The station premises have High Voltage Over Head Electric Lines, High Voltage equipment Sophisticated equipment etc., which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high. The following rules /guidelines must be followed to ensure personal safety.

4.1 DO's

- a) In case of fire / anything unusual on electric traction equipment or wires, inform the CMRL Authorities.
- b) Extinguish fire by special extinguishers (carbon tetrachloride or carbon dioxide type), if available.
- c) Ensure no water jet is directed at the fire under any circumstances.
- d) Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed on both sides. Ensure that the distance between the two earths used for protection does not exceed 1km.
- e) Keep clear of the track and avoid contact with the rails when electric train is within 250m.
- f) Special care should be taken while carrying long pipes, poles or ladders so that they do not come in contact with or within 2 meters of live OHE.
- g) Cleaning work at platforms other than that of platform floors (i.e. of beam, pillars etc.) should be done during block period availing shadow block only.
- h) Whenever washing or cleaning using water jets is done, take appropriate power block.
- i) Cases of electric shock arising out of contact with 25 KV A.C traction should be reported CMRL Authority.
- j) The contractor personnel shall always be in clad in Personal Protective Equipment.

4.2 DON'Ts

- a) Do not approach within 2 meters of any traction wires or live equipment.
- b) Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
- c) Do not enter switching station or remote control centre unless specially permitted.
- d) Do not touch a person in contact with live traction wires. Remove/touch only after power supply is switched off and earthed.
- e) Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
- f) Cleaning work with conducting materials like Aluminium/ Steel rods should be avoided at all times when power block is not availed.
- g) Do not lift or raise your tools towards traction wires.
- h) Do not damage the plinth continuity, connection to BEC, OPC and handrail continuity.
- i) Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
- j) Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down in shock treatment charts.
- k) Do not cross in front of energized train
- l) Do not put your leg or any other part of the body in between the stock and tongue rails of any points.
- m) Do not move under high tension lines carrying with long bar or rods.

4.3 Contractor has to submit an undertaking in specified Proforma with respect to Do's and Don'ts related to danger of work in the vicinity of 25kVAC traction.

5.0 COMMUNICATION FACILITY:

Supervisors shall be given a mobile telephone by the contractor, which shall be used by all shift supervisors round the clock.

6.0 CLEANING PROCEDURES:

- 6.1 Specific instructions for deployment of machines and equipment when working in the vicinity of the OHE shall be issued. These procedures shall be issued within 20 days of LOA.
- 6.2 The contractor shall clean only specified areas where the Electrical/ Electronic equipment are located.
- 6.3 In the process of cleaning no damage and decolourisation shall be caused. Apart from recovery of the cost, fine also shall be imposed for such negligence

7.0 SAFETY AND DISPLAY OF SIGNAGE:

- 7.1 Contractor shall adopt the necessary safety procedures to avoid any type of accidents to men and material.
- 7.2 The contractor shall display necessary signage approved by CMRL.

8.0 USE AND CARE OF SITE

All garbage/debris shall be removed from site daily or as and when they accumulate. All garbage/debris shall be moved to the locations approved by Chennai Corporation/Municipal Authorities by the contractor in garbage bags at his own cost.

9.0 CLEANING & HOUSE KEEPING PROGRAMME & PENALTY

- 9.1 The Contractor shall prepare and submit his detailed working programme as per the frequency shown in Schedule of Work. It shall be displayed at site by the contractor.
- 9.2 The contractor should work round the clock. Cleaning has to be carried out in such a manner that all premises always look clean.

9.3 Penalty:

- 9.3.1 For poor quality of work i.e. improper cleaning, sanitation, a spot fine ranging from Rs1500/- to Rs5000/- can be imposed at each instance. The decision regarding Penalty & Imposing of the Penalty shall vest with CMRL. This is in addition to the other deductions as specified for short deployment, defective machine, rodent nuisance etc.
- 9.3.2 This penalty shall not relieve the contractor from his obligation to execute the works or from any other obligations and liabilities under the contract.
- 9.3.3 If any damage to any of the equipment installed at Stations due to presence of rodent is noticed or any damage to equipment due to rodent takes place, a penalty of minimum Rs.2500/- shall be imposed. Decision of CMRL shall be final.

9.3.4 Suitable penalty for damage, theft, loss of sanitary and water supply installation/ equipment, fittings shall be imposed as per direction of CMRL officials.

10.0 CLEANING & HOUSE KEEPING RECORDS:

Contractor will have to maintain proper records for each activity. Similarly, Contractor will have to make a Cleaning & Housekeeping Plan. Some of the records to be maintained location wise are as follows:

1. Deployment of Man –power in each shift.
2. Availability of Machines.
3. Utilization of machines
4. Stock details & utilization of Chemicals / Reagents.
5. Details of Cleaning & housekeeping activities carried in each shift as per Cleaning & housekeeping schedule of work.
6. Monthly summary of work carried out as per schedule of work.
7. The Supervisor in each shift will have to sign the cleaning & housekeeping monitoring booklets which will be kept in the designated room. An attendance register will be kept in the designated room. All cleaning & housekeeping personnel including Supervisor will have to go to designated room & sign in attendance register at the start of the shift.
8. Late attendance/Poor attendance will be viewed seriously and penalty will be levied.
9. For short supply of manpower the deduction shall be as per the amount quoted by the contractor in the financial bid.
10. Compliance of Inspection report of CMRL officials should be maintained in a register/file

11.0 Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping activity which contain the following but not limited to:-

- a) Step by step procedure.
- b) Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.
- c) Details of Chemicals/Detergents/Pesticides/Disinfectants to be used.

12.0 TOILET CLEANING

The toilets shall be kept clean & in hygienic condition and cleaned every 1 hour. The drain and sewerage pipe line should be regularly cleaned in a programmed manner. It should be ensured that the choking materials such as polyethene /gunny bag etc. are not dropped in drain pipe lines.

13.0 INSTRUCTIONS FOR CLEANING OF STATIONS

1. General

Cleaning & Housekeeping of station buildings should be carried out as per frequency given in the schedule mentioned in the tender by using adequate number of specified machineries & equipments. The contractor may have to use suitable cleaning & washing Detergents/ Reagents etc. as specified/approved by CMRL.

2. Floor at Concourse, Platform, Passages :

Different types of floors are provided for Concourse, Platform, Passages in Station buildings which shall be kept in neat & tidy condition by using Wet & Dry cleaning methods with adequate trained personnel, machines & equipments. The Eco friendly disinfectants detergents / liquids shall be used. The machines / equipments & Disinfectant detergents / liquids should not damage/discolour the surface of flooring. Cleaning & Housekeeping operations shall not cause any damage to the Buildings, Equipments, etc.

The Concourse, Platform and Passages are to be cleaned daily during non operational hours before the first train starts and there after cleaning should be done once in each shift and as & when required without affecting the passenger's movements. Necessary safety signage boards shall be used to avoid any accidents.

3. Different types of floor area in all rooms of station buildings:

Different types of Floors including skirting/dado provided in various rooms of station building buildings should be cleaned as per the frequency by using wet & dry cleaning methods by deploying specified cleaning equipments/ machines. All rooms are to be cleaned during non operational hours and as and when required.

4. Different types of finishing works to walls, pillars etc.:

Different type of finishes like mosaic tile, mridul tiles, granite stone, washed stone grit plaster, acrylic polyurethane enamel paint applied on wood or metal works etc. shall be cleaned as per frequency given in the scope of work by using wet & dry cleaning methods with specified cleaning equipments.

5. Cleaning of Glasses fixed to the doors, windows, ticket counters etc:

The Glass surface shall be cleaned gently with wet/dry cleaning methods as per frequency given in the scope of work. While cleaning the high raised glass surface, proper care should be taken so that no cracks/ breakages occur.

6. Cleaning of doors/window frames & shutters:

Different type of panelled or glazed doors/windows like wooden, Aluminum, Galvanized steel sheet doors, fire rated door etc. shall be cleaned by suitable (wet or dry or both) cleaning methods as per frequency

7. Cleaning of Rolling Shutters :

Various sizes of rolling shutters provided in the station are required to be cleaned by using suitable methods and trained personnel.

8. Cleaning of stainless steel / mild steel/PVC hand railing:

Stainless steel / mild steel/PVC hand railing provided to the stair cases etc. are to be cleaned along with the balusters by wet/dry cleaning methods.

9. Cleaning of suspended false ceiling :

Different types of false ceilings like Armstrong ceiling, gypsum ceiling etc. should be cleaned by suitable methods and specified equipments. This activity should be carried out with due care.

10. Cleaning of Platform roof ceiling:

The Platform roof Ceiling provided with different type of roof sheets on steel tubular truss etc. should be cleaned by using suitable methods with adequate trained personnel and cleaning equipments. The contractor shall take adequate care so that

no accident occurs & cleaning operation does not cause any damages. The contractor shall make necessary arrangement to clean elevated surfaces with due safety.

Work involves High rise cleaning by using appropriate modern equipments (safety equipments, spider rope, spider belt / harness, hook-S type and U type , hanger net, safety helmet, safety shoes, suction pad, Unger blade, blade holder, glass applicator with squeezer , chemicals for glass cleaning and ACP (Aluminium Cladding Panel).

The Platform ceiling area is also having 25000 V AC Traction overhead equipments. Cleaning in such areas would need special permits to be issued by the authorized representative of the CMRL, without which Cleaning should not be attempted

The Roof Ceiling Cleaning in the platform area to be carried out as per the frequencies mentioned duly availing the Shadow Power Block & Permit to work from operations staff.

The Cleaning of such areas will have to be done during Non-Operational hours only after obtaining the Permit to Work from station Controller.

11. Cleaning of Bitumen Surface:

Bitumen surface provided for the service roads, circulating area/parking area shall be cleaned by using dry cleaning methods as per frequency given in the scope of work. Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements should be affected due to cleaning operations.

12. Cleaning of Pavement:

Pavements are to be cleaned by using dry sweeping or any suitable methods. Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements should be affected due to cleaning operations.

13. Traction E&M, Signalling, Telecom & AFC Equipments & Miscellaneous items available in Station premises.

All Safety precautions are to be followed while cleaning electrical equipments. All HT & LT panels are to be cleaned with the permission of authorized representatives of the CMRL. While Cleaning of Electrical equipments, person shall wear suitable Hand-gloves & Safety Shoes. All Electrical Equipments should preferably be cleaned during non-commercial hours when they are switched off or as per the advice of the CMRL representative.

14. Cleaning of Lighting Fixtures & Accessories

All type of Lighting Fixtures (In-door as well as Outdoor) provided in various locations of Stations are to be suitably cleaned without affecting the Fixtures & their accessories, without causing any damage to them.

The Lighting Fixtures along-with accessories like Bulb, Covers, Ballasts etc. are to be cleaned carefully by Trained personnel.

Special precaution needs to be taken for Cleaning of Lighting Fixtures which are provided in Platforms, Platform ceiling arches etc which are in the close vicinity of 25000V AC system. Cleaning of Lighting fixtures & accessories should be carried out as per the frequencies mentioned duly availing Shadow Power Block & Permit to work from operations staff. All Signages in & around stations to be cleaned.

- 15. Cleaning of Fans:** -All Type of Fans provided in various locations of the stations are to be cleaned as per the frequency given in schedule of work. No impression should remain on fan body & fan blades. While cleaning, the fastening which supports the ceiling fans should not get loosened.
- 16. Cleaning of Air-Conditioners:** - All type of Air-conditioners like Window type, Split type, package type etc are to be cleaned by using suitable cleaning methods as per the frequency given in Schedule of work. All safety precautions need to be taken while cleaning Electrical Equipments, only outer body of equipments along with Louver etc. are to be cleaned.
- 17. Cleaning of all Equipments available in Station Control Room, Booking Offices, Excess Fare Office**
18. All Equipments, panels etc available in these rooms are to be cleaned by using suitable cleaning method duly taking all necessary precautions.
- 19. Cleaning of All Equipments available in Fire fighting room:**
The different types of equipments available in Fire fighting room are to be cleaned by suitable methods & equipments. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel. Any accident, if occurs shall be the sole responsibility of the contractor. No equipment should be damaged due to cleaning
- 20. Cleaning of Lifts:-**
The Lifts are to be cleaned. Basically the Lift room meant for passengers has to be cleaned. The Floor, walls, Electrical Fan & Light fittings are to be cleaned. The Switch panel inside the Lift room & outside the Lift room are also to be cleaned including indication panel & communication equipment. Similarly, Lift Doors inside & Outside are to be cleaned.
- 21. Cleaning of Escalators: -**
All Escalators are to be carefully cleaned. The Cleaning may need special cleaning procedure to be followed, which is to be given by the Escalator manufacturer. If manufacturer does not give any cleaning procedure, then the contractor has to propose a suitable cleaning procedure, which will have to be approved by CMRL. The Escalator steps, Balustrade and other items as permitted by the authorized representative of CMRL have to be carefully cleaned.
- 22. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors**
The portable fire extinguishers, smoke detectors, Fire detectors wherever available in the station building area are to be kept in neat and clean condition.
- 23. Cleaning of butterfly valves / landing valves /internal hydrants, piping of all types**
All type of valves provided for firefighting pipe lines are to be carried out as per frequency given in the schedule of work by dry and wet cleaning methods. It should be ensured that no dust should be accumulating on the valves. The exposed surface of the pipe also to be cleaned and kept in neat condition always.
- 24. Cleaning of Cable Trays, Cable Trench Covers etc:-** All types of Cable Trays, Cable Trenches covers etc are to be cleaned by using suitable cleaning method.

25. Cleaning of Telephones& accessories:

Telephone instruments provided in all the rooms of station building are to be cleaned by using suitable method. Telephone connection should not be disconnected due to cleaning operations.

26. Cleaning of Computers and accessories:

Computers and its accessories like CPU, UPS, Printer, Keyboard, Monitor etc. are to be cleaned as per frequency given in the schedule of work by suitable method under the supervision of CMRL user/In charge. No data should be deleted or functioning of computer affected due to cleaning operations.

27. Cleaning of Signage boards/Notice boards:

Different types of Signage boards/Notice boards etc. provided in station buildings are to be cleaned as per frequency by suitable methods. The said boards should be kept neat & clean always.

28. Cleaning of furniture provided in all rooms/offices:

The different type of furniture provided in all rooms /offices of station building buildings are to be cleaned as per frequency by suitable methods.

29. Cleaning of Office equipments

Different types of office equipments like Almirahs, Bookshelves, Racks etc. are to be cleaned as per frequency given in the Schedule of work.

30. Cleaning of Security equipments.

Baggage scanning equipments and other security equipments like DFMD etc provided near AFC gates /Entry gates are to be cleaned.

31. Materials To Be Supplied By The Contractor:

i. Dust bins:

- a. The contractor shall supply sufficient number of Small and Big dust bins(Not less than 4Nos of dustbins approx. of volume 120litre capacity shall be supplied for each platform & concourse).
- b. Each service room shall be provided with one or more dust bins of small size.
- c. Dustbins shall be cleaned on a Daily basis or as and when required.
- d. Adequate no. of spare dust bins shall be kept to replace damaged /dirty dust bins.

Note:

Contractor should dispose collected garbage/ debris at the Corporation of Chennai approved disposal sites.

ii Consumables:

The following shall be supplied during the contract period at the contractor's cost.

- a. Liquid soap in soap dispensers at all washbasins.
- b. Toilet papers.
- c. Odomisers to be provided in bath rooms/toilets.
- d. Naphthalene Balls/tablets for toilets and wash-basins
- e. Urinal cubes
- f. Air/Room Freshener .
- g. Any other item required for the proper maintenance .

iii Other items

The following shall also be supplied during the contract period at contractor's cost.

- a. Floor mats for offices and toilets
- b. Plastic/Stainless steel Buckets and Mugs
- c. Toilet brush
- d. Polythene bags in Bins (above 40 micron thickness)
- e. Any other item required for proper maintenance .

32. Cleaning & washing of Track plinth in the station area :

By using adequate trained personnel & equipment's/machineries, the contractor should clean track bed structure. Washing of track plinth should be done with suitable methods as per the frequency given in the schedule of work.

While cleaning the Track Bed, the contractor shall not disturb the existing track alignment, Traction, E&M, Signaling, Communication equipments provided near the Track. Lubricant material which is applied to the track fastenings should not be affected. The cleaning work shall be done only during non- operational hours. This work would need a special permission to be given by Authorized Representative of CMRL. One or both rails might be used for traction return current.

33. Cleaning of Drainage System of Station premises

The drains provided at different locations i.e. Platform, Sub surface drains along the service roads, parking areas etc. have to be cleaned regularly and ensured that no blockage of water occurs. If any blockage occurs, it should be removed immediately & disposed off to the approved locations. While cleaning proper care should be taken to avoid any accidents.

If it is required to clean the Platform drains during operation hours, work should be carried out with the permission of the CMRL's authorized representative and necessary Safety Signage's should be provided.

While removing the cover slabs proper care should be taken so that no cover slabs are broken and the cover slab should be put back after the completion of cleaning work. Cover slabs should on no account infringe train running.

34. Cleaning of Parking Area:

Parking areas should be cleaned by using dry/Wet cleaning.

35. Pest control:

Pest Control has to be carried out as per frequency specified.

General Pest Control: once in a month and as and when required

Treatment for: Cockroaches, lizards, Flies and ants, Silver fish and all other flying / crawling pests,Honey Bee etc.

Rodent Control: once in a month and as and when required. Rodent traps should be supplied by the contractor.

36. Removal of Rain water from platform areas.

Rain water shall be removed from platforms and street level areas using wet vacuum cleaners or other means.

SCHEDULE –A

Service Schedule of Cleaning and Housekeeping items at CMRL Metro Stations

Item No.	Description of items	Frequency
1	Scrubbing, wet floor, Concourse, Platform, street level passages and different types of floor area provided in station building and surrounds.	Once in each shift & as and when required.
2	Passages & different types of floor area provided in different rooms & stair cases of station building	Once a day
3	Subways	Once in each shift
4	Different types of finishing works	Daily
5	Different types of doors/ windows frames& shutters	Daily
6	Glasses fixed to the doors; windows; Ticket counters & else where in the station area.	Daily
7	Rolling shutters	Daily
8	Stainless steel/PVC hand railing	Daily
9	Suspended false ceiling	Fortnightly
10	Platform Ceiling within the station area	Monthly
11	Cleaning & sanitation of Toilets & Bath Rooms	Hourly
12	Cleaning and attention of all drains	Monthly
13	Cleaning and washing of Track plinth	Monthly during non operational hours
14	Portable fire extinguishers/smoke detectors/ Fire detectors, Fire Detection Panel etc.	Fortnightly
15	Fire Fighting system inclusive of Gas Flooding system, Sprinkler system, Fire pumps panels, Butterfly valves, landing valves, internal hydrants, piping of all types	Fortnightly
16	Indoor lighting & accessories	weekly
17	Switch boards/Panels/distribution boards	weekly
18	Fans/exhaust fans & accessories	Fortnightly
19	External lighting fittings & accessories	Fortnightly
20	Escalators	Daily
21	Lifts	Daily
22	Telephone sets & accessories	Daily
23	Computers & accessories & all other Misc. items	Daily

PACKET A

24	All equipments available in Station control Room, Booking offices, Ticket Vending Machines and Excess Fare office.	Daily
25	Air conditioners	weekly
26	Furniture, Office equipments etc.	weekly
27	Automatic fare collection system	weekly
28	Pavement/ circulating area/Bituminous surface	weekly
29	Sign Boards/ Name Boards/Notice boards	weekly
30	Common PD areas	weekly
31	All Non-Traction SCADA and BMS equipments	weekly
32	Advertisement Boards / Kiosks etc.	Daily
33	Dust bins	Daily
34	Pest control and rodent control.	monthly (during non operational hours)

- Note:** 1) The items & quantities shown are only for the guidance to the Bidders. However, Bidder should visit the site and access the quantum of work involved before quoting the rate.
- 2) **The frequency of cleaning shall be enhanced as and when required**

DEPLOYMENT OF MINIMUM NUMBER OF PERSONNEL IN CMRL METRO RAILWAY STATIONS FOR HOUSE KEEPING

S. No	Station Name	Supervisor For Three Shifts	House Keeping Staff Per Shift			Total House Keeping Staff
			A	B	C	
1	Little Mount Metro	3	5	5	5	15
2	Guindy Metro	3	5	5	5	15
3	Nanganallur Road Metro	3	4	4	4	12
4	Meenambakkam Metro	3	4	4	4	12
5	Airport Metro	3	6	6	7	19
6	St Thomas Mount Metro	3	6	6	7	19
	TOTAL	18	30	30	32	92

NOTE:

- a) Supervisor will be common for house keeping & customer care/ticket vending services
- b) CMRL reserves the right to increase or decrease the quantity as per its operational requirements.

OPERATION OF TICKET VENDING & CUSTOMER CARE SERVICES AT SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO) OF CHENNAI METRO RAIL LIMITED STAGE 1 A

SCOPE OF WORK – Ticket Vending and Customer Care Services

PROVIDING TICKET VENDING AND CUSTOMER CARE SERVICES FOR SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO) OF CHENNAI METRO RAIL LIMITED STAGE 1 A

1. Description Of Work Involved in Ticket Vending & Customer Care Services

The work involves providing the services of Ticket Vending Operators / Customer Care Operators, who will be responsible for manning the Ticket Vending Machines (TOM/ TVM) i.e. issue of Ticket, tokens, Smart Cards, Topping up the Cards, issue of Bus / Metro Common Tickets if any, Collection of Cash, Remittance of Cash to Station Controller or to representatives of the nominated bank as the case may be, submission of shift-wise returns of the money transactions made during shift, maintaining proper accounts, collection of penalties, Customer care services etc.

2. The functions of the Ticket Vending and Customer Care Services shall be as follows:

- a. Receive Contactless Smart Cards, Contactless Smart Tokens, Floating cash and other required items/particulars from Station Controller or nominated staff of CMRL at the beginning of the shift.
- b. They shall sell Tokens, Travel Cards / Add-value and its activation and Paper Tickets under the instructions of Station Controller and realize the correct fare from the passenger.
- c. The Ticket Vending/Customer Care Operator shall maintain floating cash in small denominations. Proper balance amount shall be paid back to passengers if they pay higher amount for token or smart card of lower value.
- d. Handover the merchant copy of Charge Slip with detailed Settlement Report to Station Controller in respect of all transactions and hand over cash, cards, Tokens etc., along with Shift Abstract Form (SAF) to Station Controller as per the End of Shift Report.
- e. Serial number of currencies of higher denominations tendered by passengers shall be recorded. The staff shall exercise adequate care while handling currency tendered by passengers and should not accept any fake or counterfeit currency.
- f. Ticket Vending/Customer Care Operators will also be involved in assisting the passengers sale of tickets, recharge of smart cards through Ticket Vending Machine (TVM).
- g. Manning Customer care centers, recording suggestions/complaints of passengers and assisting passengers who need special assistance.
- h. Impose and realize penalties from violators.
- i. Any other duty assigned by CMRL.

SPECIAL CONDITIONS OF CONTRACT

1. Ticket Vending/ Customer Care Operators should have basic knowledge of computer operations. They should be able to speak, read and write Tamil and English languages. They should have passed 12th standard.
2. CMRL will give them training for operating the Ticket Office machines (TOM), Ticket Vending Machines, Add Value Machines and Customer Care at its cost.
3. The Ticket Vending / Customer Care Operators need to handle money both in terms of cash and cards.
4. At the beginning and end of their duty in each shift, they should ensure the record of the opening / closing balances of cash, cards, tokens etc. in the CMRL's system and check correctness of physical balances, being handed over / taken over. Any breach by the Ticket Vending / Customer Care Operators in this regard and loss, if any, shall be borne by the contractor.
5. The Ticket Office Machine / Customer care counter shall not be left unmanned at any point during revenue operation hours. No Staff shall leave the duty until properly relieved by a competent reliever.
6. The Contractor shall prepare detailed date-wise, shift-wise, location-wise, and name-wise list/roster of personnel who are deputed to perform each function as stated above.
7. The staff shall declare the personal cash carried by them while taking up duty.
8. The staff shall always maintain high decorum to keep up the standards of CMRL. Their level of integrity shall be beyond suspicion.
9. An act of wrong declaration of returns or suppression of facts in Shift Abstract Form or in the System shall attract a penalty of Rs.1000/- per instance. If monetary loss is caused to CMRL, the amount lost shall be recovered from the contractor and a fine of upto Rs1000 shall be imposed.
10. For every Counterfeit or fake currency detected either by CMRL staff at the time of receiving cash from Ticket Vending / Customer Care operator or by the Bank officials at the time of taking over cash, an amount equal to counterfeit or fake currency shall be debited to the Contractor.

SCHEDULES FOR TICKET VENDING / CUSTOMER CARE OPERATION SERVICES FOR SIX METRO STATIONS

The minimum manpower requirement is tabulated below. The Contractor shall provide additional manpower to cater to additional traffic and extra rush during festivals and such occasions. Payment for deployment of additional manpower shall be made proportionate to the rates accepted.

S.NO	STATION NAME	SHIFT A (6:00 AM ~ 2:00 PM)	SHIFT B (2:00 PM ~ 10:00 PM)	SHIFT C * (10:00 PM ~ 6:00 AM)	TOTAL
1	Little Mount	4	4	4	12
2	Guindy Metro	2	2	2	6
3	Nanganallur Road Metro	2	2	2	6
4	Meenambakkam Metro	4	4	4	12
5	Airport	2	2	2	6
6	St Thomas Mount Metro	2	2	2	6
7	Revenue/Crew Controller	2	1	0	3
8	TOTAL	18	17	16	51

Note:

- a) Bidder is required to duly follow & comply with the regulations of working hours of Women Employees as per the G.O. of Govt of Tamil Nadu /Central Government.
- b) CMRL reserves the right to increase or decrease the qty as per its operational requirement.
- c) * Shift C (10 PM to 6 AM) will commence in due course and date of commencement will be notified to successful bidder. However the quote includes manpower cost for C shift also.
- d) Bidder will have to ensure proper **Rest Givers/Leave Relievers** duly complying with prevailing Labour Laws & Regulations.

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

Date:

To,
**Director (Systems & Operations),
Chennai Metro Rail Limited.
Admin Building, CMRL Depot,
Poonamallee High Road,
(Opposite to Daniel Thomas School),
Koyambedu, Chennai – 600107.**

Dear Sir,

1. With reference to your Bid Document for FMS-03-2016, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid for the award of License. The Letter and the Bid is unconditional and unqualified.
2. I/ We acknowledge that CMRL will be relying on the information provided in the Bid and the documents accompanying this Bid for qualification of the Bidder(s) for the award of License, and I/we certify that all information provided in the Bid and its Annexures is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
4. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by CMRL;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that CMRL may cancel the Bidding Process at any time and that CMRL is neither bound to accept any Bid that CMRL may receive nor bound 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, I/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 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.
10. 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.
11. 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.
12. 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.
13. The Earnest Money in the form of a Demand Draft from a Scheduled Bank approved by Reserve Bank of India is attached.
14. 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.
15. I/We agree to keep my/our Bid valid for 180 days from the date of tender opening.
16. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
17. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee 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 designation of the Authorized Signatory)

Name and seal of the Bidder.

Date:

Place:

PACKET A

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 Facility Management Services for six stations of CMRL of Stage 1A” for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all Bids and other documents and writings, participate in pre bid meeting and other conferences and providing information / responses to Chennai Metro Rail Limited (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 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 to and shall always be deemed to have been done by us.

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

For _____ (Signature, name, designation and address)

Witnesses :

(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.

TECHNO COMMERCIAL EXPERIENCE OF THE BIDDER

Applicant's legal name Date.....

Specific Experience (shall be submitted separately for each work claimed for work experience)	
	Details
Type of Contract	
Award date	
Completion date	
Contract Value	
Employer's Name	
Employer's Address:	
Telephone / Fax number: E Mail:	
Completion Cost in INR	
Past Performance Certificate (last 3 financial years)	

- NOTE :**
- 1. Separate sheet for each work should be submitted.
 - 2. Certificate from client of having satisfactorily completed the work should be enclosed with each sheet.

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.

S.No.	Techno-Commercial Criteria	Details (to be filled by the bidder)	Page Nos.
1.	Name of the Bidder		--
2.	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.		--
3.	Full address of the Bidder with Telephone No. and Fax No.		--
4.	Details of Earnest Money for Amount Rs. _____ (Rupees _____ only) in the form of Bank Draft in favour of Chennai Metro Rail Limited, payable at Chennai		--
5.	Specify the Legal Status of Bidder : Company / Individual		--
6.	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business		
7.	PAN of the Bidder (Please enclose the attested photocopy of PAN card issued by Income Tax Department)		
8.	Service Tax / VAT Number of the Bidder (Please enclose self-attested photocopy of Service Tax / VAT Registration Certificate issued by relevant authorities)		
9.	PF Registration of the Bidder (Please enclose self attested photocopy of Provident Fund Registration)		
10.	Copy of licence under Contract Labour Act, 1970 (please enclose self attested copy)		
11.	ESI Registration (Please enclose self attested photocopy)		
12.	Turnover of the Bidder for the preceding three years, viz.2012-13, 2013-14 and 2014-15 (Please enclose a statement duly certified by Chartered Accountant i.e. Annexure - 5)		
13.	Profit and Loss statement for three years, viz.2012-13, 2013-14 and 2014-15 (Please enclose a statement duly certified by Chartered Accountant)		
14.	IT Returns for last 3 financial years		

Note:

1. The Details as required in must be submitted with supporting documents for each of criteria mentioned at each rows. Failure to submit details is a **Disqualification**
2. Bids with alterations shall be attested by the Bidder.

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

I/We 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.

(Signature of the Bidder)

SEAL

Date:

Name:

Address:

Turnover of the bidder

2012-2013	2013-2014	2014-2015	Average turnover for 3years

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

(Chartered Accountant's Signature & Date)
Name of the CA:
Chartered Accountant's Seal
CA Registration Number:
CA's Address:
CA's Telephone / Fax Number

Bidder's signature and Name
Name of the Authorized Signatory
Bidder's Seal

CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED

S.No	Details / Documents submitted	Whether complied – please indicate „Yes“ or „No“:
1	Have you attached the photocopy of receipt issued by CMRL (when tender document is directly purchased from CMRL), or have you attached Bank Draft for the amount of Tender Document Cost.	
2	Have you attached Bank Draft towards EMD.	
3	Have you submitted Covering letter for Packet-A in your letter head as in proforma given in Annexure-1.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-2.	
5	Have you attached details of Techno Commercial experience as in Annexure-3 along with turn over details furnished as in Form Annexure -5.	
6	Have you attached mandatory information for eligibility of the Bid with all certified copies as stated vide Annexure-4.	
7	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).	
8	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:

Place:

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

S.No	Criteria	Yes	No
1	Has the Bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organisation ever been terminated due to poor performance?		
3	Has the Bidder's Security Deposit for any contract has ever been forfeited in any Government / PSUs/ Metro Railways?		
4	Has the Bidder been involved in frequent litigations in last five years?		
5	Has the Bidder suffered insolvency/bankruptcy in the last five years?		
6	Has the Bidder been blacklisted by any organisation?		
7	Has any misleading information is given in the tender?		
8	Is the Bidder is financially not sound to perform the work?		
9	Is the Bidder's net worth negative?		
10	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

Sub: - Tender for Facility Management Services.

- 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 _____

Performance Bank Guarantee Bond

Managing Director,
Chennai Metro Rail Limited

1. In consideration of the "Chennai Metro Rail Limited (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 fulfillment 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 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 before the _____ (date of completion + 6 months) we shall 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 a 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

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 of _____ having administrative Office at _____ hereinafter called INDEMNIFIER – CONTRACTOR
AND

IN FAVOUR OF (name and address) _____ hereinafter called INDEMNIFIED –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 Contractors have put their signatures in the presence of the witnesses.

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

1. WITNESS : NAME & ADDRESS

2. WITNESS : NAME & ADDRESS

MASTER LICENSE AGREEMENT**Annexure-10****Between CMRL****And THE LICENSEE****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 "Licensee" 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 Licensee) as party of the Other Part; "CMRL" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS:

CMRL has called for provision of FACILITY MANAGEMENT SERVICES AT SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO) OF STAGE 1 A OF CHENNAI METRO RAIL LIMITED COMPRISING OF (A) CLEANING AND HOUSE KEEPING OF STATIONS, (B) TICKET VENDING & CUSTOMER CARE .

- A. The Licensee, inter-alia, is currently engaged in the business of such services;
- B. CMRL has floated a Tender for the license for Providing Facility management services. On the basis of the evaluation of the various bids received by CMRL, including the bid response by the Licensee, CMRL has confirmed to the Licensee that it is established as the 'Selected Bidder' on the basis of the Techno-commercial and Financial evaluation;
- C. In terms of the Bid, the submissions of the Licensee and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein.

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

ARTICLE 1 - SCOPE OF THE ARRANGEMENT

1. The parties agree that the scope of services shall be principally as per this Agreement.
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 the part of scope of services for the Licensee.

ARTICLE 2- COMMENCEMENT OF OPERATION UNDER THE LICENSE

2.1 Pursuant to the scope of services to be provided by the Licensee, the parties agree that the plan for the commencement of operations shall be prepared by the licensee and submitted to CMRL for approval. Any changes suggested by CMRL in the proposed plan for commencement of operations shall be also duly implemented by the Licensee prior to commencement of operations. The date of commencement of operations shall thereafter will be communicated by CMRL.

2.2 The Licensee hereby represents and undertakes that Licensee 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

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

3.2 Prices for the second year of operation of the tender will be enhanced by CMRL at the rate of 5% of the first year's rate(Base Rate) and 5% enhancement of the previous year's rate will be granted by CMRL for the subsequent years of operations subject to satisfactory performance.

ARTICLE 4 -FINANCIAL TERMS AND CONDITIONS

In consideration of the provision of the services by the Licensee, CMRL shall pay to LICENSEE an agreed sum of Rs.....for the 1st year. However this amount will vary as per the actual quantum of services rendered.

4.1 Payment of taxes

Licensee, thus, agrees that all taxes payable on account of the grant of license shall be borne by the Licensee exclusively and that the CMRL shall not be responsible towards the same at any time during the term. However, Service tax 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 service Tax.

4.2 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 Licensee from the Performance Security Deposit provided by the Licensee after which CMRL shall communicate to the Licensee of the deduction from the Performance Security Deposit. In such an event, the Licensee shall be obligated to ensure that the Performance 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 Licensee and entitle the CMRL to terminate this Agreement.

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

ARTICLE 5 - PERFORMANCE SECURITY DEPOSIT

5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to CMRL (in the manner and form acceptable to CMRL) a Performance Security Deposit for an amount equal to 10% (ten percent) of the Total License Fee for the entire duration of the License, 45 (forty five) days prior to the Commencement of License. **Bank Guarantee payable at designated bank branch located in Chennai.**

5.2 Performance Security Deposit shall be paid in the form of Bank Draft / irrevocable Bank Guarantee (BG). The said Bank Guarantee shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided in the bid document and valid for a period extending 6 months beyond the Term of the Agreement (ie.3 years and 6 months). CMRL agree to discharge the bank guarantee within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee. The Licensee shall bear the cost of the bank guarantee it provides to CMRL. If the Security Deposit is paid in the form of Bank Draft, no interest shall be payable by CMRL on the same.

5.3 Notwithstanding anything mentioned to the contrary in this Agreement, upon any default or breach of obligations by the Licensee under the Agreement, CMRL may at its sole discretion draw upon the Performance Security Deposit to satisfy its claims against the Licensee by way of imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

ARTICLE 6 - RIGHTS AND OBLIGATION OF THE LICENSEE

6.1 General

- a. The Licensee 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 Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the bid.
- c. The Licensee represents and warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the service are undertaken with utmost care and diligence,
- d. Furthermore, the Licensee agrees that all Techno-Commercial and financial requirements set forth in the Bid will be met by the Licensee including those relating to service levels.

6.2 Certificates/Permissions The Licensee shall obtain necessary certificates/permissions required by law or as required as per the local regulations from the competent authority. The licensee shall be solely responsible for any failure and consequences thereof.

- 6.3 Right of user only:** The Licensee will only provide the services on the stations and will have the right of user only on leave and license basis.
- 6.4 No unlawful/ illegal activity:** The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the CMRL or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.
- 6.5 Collection of garbage:** The Licensee shall provide garbage bins properly lined with garbage bags at the stations. The Licensee shall be responsible for collection and proper disposal of garbage at sites authorized by Corporation of Chennai.
- 6.6 Presence of Licensee/authorized Manager:** The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee 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 Licensee under the Agreement are duly performed and observed. The name(s) of the Manager will be advised by the Licensee to the CMRL from time to time.
- 6.7 Staff Uniform, Identity cards, etc.**
- a. The Licensee shall provide distinctive uniforms for Facility Management staff with their identity cards clearly mentioning the nature of job assigned. The Licensee shall seek approval of the pattern and style of uniforms to be adopted for the services staff from the CMRL.
 - b. The Licensee shall ensure that the staff at all times displays the nameplate along with the designation for clear identification of their area of work.
- 6.8 Attendance Register :** The Licensee shall maintain the attendance register of all the Facility Management staff. The attendance register will also mention the designation of the staff like manager, cleaner, maintainer etc.
- 6.9 Enquiry into the antecedents of the Licensee's Employees:** The licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been investigated / certified by the Police Authorities.
- 6.10 Provision of equipment :** The Licensee will arrange his own equipment's.
- 6.11 Damage to CMRL property and equipment :** The Licensee shall be responsible for any damage caused to property and equipments provided that, such damage should arise due to the acts of omission or commission of the staff of the Licensee . Licensee should make good of such loss to CMRL.
- 6.12 Handing over of Premises on expiration/termination of the Agreement :** Upon expiration or early termination of this Agreement, the Licensee shall immediately vacate the premises and shall deliver the vacant possession along with the CMRL's fixtures and fittings therein in good condition. In default, the CMRL shall be entitled to enter and take possession of other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable for any damages, and all expenses incurred in connection therewith, shall be deducted by CMRL from the sale proceeds or from the Security Deposit or outstanding dues of CMRL.
- 6.13 Information** The Licensee 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 Licensee including termination of the Agreement.

6.14 Compliance of Instructions

The Licensee 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 Licensee under the Agreement, shall be to render assistance (as mutually agreed by the parties) to the Licensee 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 Licensee 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 Licensee 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 Licensee

- (a) In the event of unsatisfactory service, poor quality of materials, persistent complaints from passengers, and services below the desired performance level or any failure or default at any time on the part of the Licensee 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 Licensee
- (b) The Licensee agrees to make good all cost and expenses, if any incurred by the CMRL for making the substitute arrangements referred to above.

ARTICLE 8 -PERFORMANCE LEVEL GUARANTEE COMPLIANCE

- 8.1 The Licensee hereby undertakes and represents that it shall adhere to the 'Performance Levels'.
- 8.2 The condition of the bid shall apply at all times with regards to the terms of the License applicable on the Licensee including those set forth in the Bid and those indicated in the approved plan for commencement of operations.
- 8.3 The Licensee undertakes and agrees that in the event that the condition of the bid are not complied with, then CMRL has the right to impose service level penalties (Penalties) on the Licensee in accordance with the provisions of the Bid
- 8.4 Without prejudice to the generality of the above Article 8.3, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by CMRL is irrevocable and undisputed and that the Licensee shall not have any right whatsoever to pre-empt CMRL from claiming Penalties automatically as and when there are defaults by the Licensee.
- 8.5 For purposes of monitoring & auditing the Performance, the parties agree that CMRL shall have the sole & exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee.

8.6 In addition to the Performance committed by the Licensee, it hereby also agrees and undertakes to render all the services, at such locations and with requisite manpower as designated by CMRL in the Bid or as may be mutually agreed by the parties. The aforesaid requirement is in relation to the inherent obligation of the Licensee to comply with the terms of the plan for commencement of operations including but not limited to provision of adequate staff, training to the said staff, etc.

8.7 It is agreed by the Licensee that no additional costs whatsoever shall be charged upon CMRL for purposes of deployment of resources (material or human) by the Licensee on account of any request made by CMRL under this Agreement including under the provisions of Article 8.6 herein above.

ARTICLE 9- THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB-LETTING

The Licensee shall not sublet, transfer or assign this Agreement or any part thereof.

ARTICLE 10- PROPRIETARY RIGHTS

- a) 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
- b) 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.
- c) 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 11-CONFIDENTIALITY

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

ARTICLE 12 -INSURANCE & INDEMNITIES

12.1 During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regards to all its obligations under this agreement including insurance for **COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE** covering bodily injury or death suffered by third parties (including the CMRL's Personnel) and loss of or damage to property (including the CMRL's property), **Professional**

Indemnity Insurance covering for the financial consequences of professional negligence following a breach of professional duty by way of neglect, error or omission, additionally, cover shall also be provided in respect of any legal and other costs and expenses incurred, and **Workers" Compensation** In accordance with the statutory requirements applicable. The CMRL's name Should be mentioned under all insurance policies taken out by the Contractor except for Workers' Compensation Insurance.

- 12.2 The Licensee 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 (including ' Performance Levels', representations & other commitments herein) by the Licensee. The aforesaid indemnity granted by the Licensee can be invoked by CMRL at any point of time during the tenure of the Agreement and the same shall be complied with by the Licensee forthwith without any delay, protest or demur.
- 12.3 The Licensee 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 Licensee, his workmen, servants and agents. The Licensee 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 Licensee and in case of failure by the Licensee 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 licensee shall be solely responsible for consumer complaints and in case of any direction/judgment from Consumer Court(s), the Licensee shall be solely responsible for fulfilling the requirements.
- 12.4 In case the Licensee 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 Licensee. CMRL shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.
- 12.5 The Licensee 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 Licensee or its staff in due observance and performance of provision of:
- i. The Contract Labour Act (1970)
 - ii. Minimum Wages Act 1948
 - iii. Weekly Holidays Act 1942
 - iv. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
 - v. The Payment of Wages Act, 1936
 - vi. Hours of employment Regulations
 - vii. The Workmen's Compensation Act, 1923
 - viii. The EPF Act
 - ix. The Bonus Act
 - x. The ESI Act
 - xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

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

ARTICLE 13- 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 Licensee:

- (a) If the Licensee fails to start service within fifteen (15) days from the Commencement Date as defined in Article 2.1 of the Master License Agreement.
- (b) If the Licensee fails to provide satisfactory services as under the License; or
- (c) If the Licensee fails to adhere to the Performance Levels as determined by CMRL at any time during the term of this Agreement; or
- (d) If the CMRL receives persistent complaints against the Licensee from passengers or otherwise; or
- (e) If the Licensee engages in corrupt or fraudulent practices in execution of services under the Agreement; or
- (f) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the CMRL from time to time; or
- (g) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the CMRL.

ARTICLE 14 -PENALTIES

- 14.1 Deficiencies will be classified as major deficiency and minor deficiency and accordingly fines/penalties will be imposed on the licensee in case of major deficiencies. The fines/penalties shall be decided at the appropriate level, however, Managing Director of CMRL shall have overriding power to decide the fine over and above the quantum of penalties in case of major deficiencies. In case of serious default or repeated failures, Managing Director of CMRL may use his/her discretion for imposition and type of punitive fines/action which shall be binding on the Licensee.
- 14.2 These offences would be only indicative with respect to the subjective issues of Facility Management Services. However, these offences as defined in this document would be over and above those which includes criminal offences, partnership disputes etc.
- 14.3 The penalty(ies) that may be levied by the CMRL on the Licensee in any of the instances mentioned in Article 13 above shall include but not limited to the following:
- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
 - (b) to annul the license and forthwith terminate the License Agreement; and/or
 - (c) debar the Licensee from participating in the future similar contract/license of the CMRL for a period of five (5) year.

ARTICLE 15- TERMINATION

- 15.1 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.
- 15.2 The parties agree that 'Material Breach' for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the Performance Levels' and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- 15.3 CMRL shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Licensee of any of the terms and conditions of the contract, or due to the Licensee'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 Licensee 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 Licensee shall be final and binding on the Licensee and shall not be called into question.
- 15.4 CMRL, in case of material breach as defined in clause-15.2 may terminate this agreement without assigning any reason to the licensee by giving fourteen (14) day's notice in writing to the licensee.
- 15.5 CMRL may terminate whole or any portion of the contract by giving three months notice.
- 15.6 In the event that the Agreement is terminated, pursuant to Article 15.1, 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 15.1.
- 15.7 In the event the Agreement is terminated by the Licensee under Article 15.1, CMRL shall forfeit the License Fee and invoke the Security Deposit.
- 15.8 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.
- 15.9 In the event the Agreement is terminated after Commencement Date, then the Licensee 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 Licensee agrees to provide services on the same terms as it were being provided during the tenure of the Agreement. The forfeiture of Licensee Fee shall however, only be for the period for which the service has not been rendered by the Licensee proportionate to the license period.

ARTICLE 16 - LAWS GOVERNING THE CONTRACT

- 16.1. This contract shall be governed by the Laws of India for the time being in force.
- 16.2. Jurisdiction of Courts:- The Courts of the place from where the acceptance of tender has been issued shall above have jurisdiction to decide any dispute arising out of or in respect of the contract.

ARTICLE 17- ARBITRATION

17.1 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 Arbitration and Conciliation 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 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.
- b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it 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 Act, 2015 and the rules there under 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.

17.2 Cost of Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Purchaser from time to time.

17.3 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the Purchaser and the Contractor agree to the sole jurisdiction of courts in Chennai.

17.4 Suspension of Work On Account Of Arbitration

There should be **no impact** on the ongoing supply of manpower, services, material, equipment in case the matter is referred to Arbitration.

ARTICLE 18 -MISCELLANEOUS

18.1 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 Licensee 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) Licensee's response to the Bid

- (iii) The Articles of this Agreement;
- (iv) The contents of the Annexure(s) to this Agreement

18.2 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.

18.3 Survival

This Agreement along with the Bid and the response of the Licensee 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 Notice

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

**Director (Systems & Operations),
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,
(Opposite to Daniel Thomas School),
Koyambedu,
Chennai – 600107.**

In the case of Licensee:

[Insert name of person & address]

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

18.9 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 Licensee 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.

18.10 Execution of the Agreement:

This Agreement shall be executed/entered only with the Licensee 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 Licensee.

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

CMRL

By: _____

Title: _____

Date:

LICENSEE

By: _____

Title: _____

Date:

IN WITNESS OF:

- 1.
- 2.

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: Yes or No (please tick)
(A cancelled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the authorized person of the
firm / Bidder with seal & Date

FINANCIAL BID – Packet B

(To be submitted by the Bidder in a separate Envelope [Envelope 3] duly marked as Financial Bid [Packet B] for FMS-03-2016)

To

**Director (Systems & Operations),
M/s Chennai Metro Rail Limited.
Admin Building, CMRL Depot,
Poonamallee High Road,
(Opposite to Daniel Thomas School),
Koyambedu, Chennai – 600107.**

Sir,

SUB: FMS-03-2016 TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES COMPRISING OF (A) CLEANING AND HOUSE KEEPING (B) TICKET VENDING & CUSTOMER CARE AT SIX STATIONS (viz. LITTLE MOUNT, GUINDY METRO, NANGANALLUR ROAD, MEENAMBAKKAM METRO, AIRPORT, ST.THOMAS MOUNT METRO) OF CHENNAI METRO RAIL LIMITED STAGE 1 A

I/We the undersigned offers provide Facility management services comprising of (a) cleaning and housekeeping (b) Ticket Vending & Customer Care at six stations (viz. Little Mount, Guindy Metro, Nanganallur Road, Meenambakkam Metro, Airport, St.Thomas Mount Metro) of Chennai Metro Rail Limited stage 1 A within the timeframe given by CMRL and as per the terms and conditions of the Bid Document, our Techno-commercial proposal and in the agreement to be executed between the parties

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 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:

PRICE BID FOR MAN POWER (A) :

Sl No.	Description	Basic Pay per Person per day		VDA per person per day	EPF per person per day	ESI per person per day	Bonus per person per day	Subtotal (Emolument per person per day)	Service Charge per person per day	Subtotal per person per day Cost	Annual Qty	Total Annual Price
		In Rs.	In Rs.	In Rs.	In Rs.	In Rs.	In Rs.	In Rs.	in Rs.	in Rs.		
		(a)	(b)	(c)	(d)	(e)	(f) = (a)+(b)+(c)+(d)+(e)	(g)	(h) = (g)+(f)	(i)	(j) = (h) x(i) x 365	
1	TOM/Customer Care										51	
2	Supervisor										18	
3	House Keeping Staff										92	
TOTAL COST FOR MANPOWER (TOM/ Customer Care + Supervisor + Housekeeping Staff) (A) (in words):												

PRICE BID FOR CONSUMABLES & HOUSEKEEPING MACHINERY (B) :

S No.	Item Description	Lump sum Charges per day per station in Rs. (inclusive of all charges)	Service Charges per day per station in Rs.	Sub Total Cost per day per station	Qty (No. Stations)	Total Annual Price in Rs.
		(a)	(b)	(c) = (a) + (b)	(d)	(e) = (c)x(d)x365
1	Consumables (as per Tender Doc)				6	
2	Housekeeping Machinery (as per Tender Document)				6	
TOTAL COST FOR CONSUMABLES AND HOUSEKEEPING MACHINERY (B) (in words) :						

TOTAL ANNUAL PRICE COMBINED TOGETHER (A) + (B) :

TOTAL ANNUAL COST OF MAN POWER (Tom / Customer care Supervisor + Housekeeping Staff) ANNUAL PRICE (A) In Rs	TOTAL ANNUAL COST FOR CONSUMABLES AND HOUSEKEEPING MACHINERY ANNUAL PRICE (B) In Rs	GRAND TOTAL (A) + (B) In Rs
GRAND TOTAL AMOUNT IN WORDS Rs		

L1 (Lowest Bidder) will be decided on the lowest value of the combined cost of Man power and consumables and housekeeping Machinery i.e. sum of (A) Total Annual Manpower Cost for 6 stations and (B) Total Annual Cost for Consumables and housekeeping machinery for 6 stations.

Service Tax as applicable will be reimbursed by CMRL.

Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations (if any), up to 180 days from date of tender opening.

Note:

- i. Bids with overwriting, correction or insertion in the table above shall be attested by the signatory.
- ii. Service Tax (inclusive of all applicable cess) shall be borne by CMRL. In future any changes in cess / service tax will be reimbursed by CMRL.
- iii. CMRL reserves the right to enhance or reduce the tender quantity up to 30% of the estimate value.
- iv. Prices for the second year of operation of the tender will be enhanced by CMRL at the rate of 5% of the first year's rate(Base Rate) and 5% enhancement of the previous year's rate will be granted by CMRL for the subsequent years of operations subject to satisfactory performance.
- v. Any increase in Basic pay,VDA,ESI,EPF,Bonus other statutory requirement has to be borne by the Bidder.
- vi. In case of any discrepancy between the Price Quoted in words and figures, the lower value will be taken into consideration.
- vii. Payment will be made on submission of actual bills.

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address