

CHENNAI METRO RAIL LIMITED

TENDER No: FMS-04-2016



TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS and DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING

- A. MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS)& STAGE 1A SIX ELEVATED STATIONS**
- B. MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS)**
- C. DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT**
- D. SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL**
- E. AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT**
- F. INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT**
- G. GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT**

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

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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.chennai-metro-rail.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-04-2016

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

Name of Work	TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL , ARSS AND DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING (A) MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS) AND STAGE 1A SIX ELEVATED STATIONS (B) MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS) (C) DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT (D) SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL (E) AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT (F) INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT (G) GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT
Earnest Money Deposit	Rs. 404000 (INR. Four Lakhs and Four Thousand only)
Estimated value of Work	Rs. 4.04 Crores (INR Four Crores and Four 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)
Commencement of Sale of Tender Document	7 th May, 2016
Last date of sale of Tender Document	8 th June, 2016 at 17:00 hrs.
Due date of submission of Tender	9 th June, 2016 at 12:00 hrs.
Date and Time of Opening of Tender (Techno Commercial Bid)	9 th June, 2016 at 14:30 hrs.
Date of Pre- Bid Meeting	17 th May, 2016 at 11:00 hrs.
Authority and place for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and Opening of Tender Documents.	Chief General Manager (EC), Chennai Metro Rail Limited. Admin Building, CMRL Depot, Poonamallee High Road, (Adjacent to Koyambedu Metro Station), 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", payable at Chennai. 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" payable at Chennai be submitted along with the Bid. The Tender Documents can be downloaded from website www.chennai-metro-rail.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.

**Chief General Manager (EC),
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,
(Adjacent to Koyambedu Metro Station)
Koyambedu, Chennai -600107.**

GENERAL GUIDELINES

1. TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS AND DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING
 - (A) MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS) AND STAGE 1A SIX ELEVATED STATIONS
 - (B) MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS)
 - (C) DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT
 - (D) SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL
 - (E) AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT
 - (F) INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT
 - (G) GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT
2. The tender document encompasses the scope of work, eligibility criteria, selection procedure, instructions, terms and conditions and other associated / related document(s) / annexure(s).
3. This Tender Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard. Information provided in this Tender Document is only to the best of the knowledge of CMRL.
4. **Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be Numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.**
5. Each Tenderer shall submit only one tender either by himself, or as a partner in a joint venture, or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid.
6. Bidders should provide all the required Techno-Commercial and associated information and attach supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever required.
7. 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.
8. Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by CMRL by the date / time of the

tender submission. However CMRL may call for any supplementary information, if required.

9. Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following Statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
10. Separate Techno-Commercial and Financial bids are required to be submitted for the tender.
11. Bidders should note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL.
12. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future tender(s) of CMRL.
13. CMRL will display the name of the successful bidder on CMRL's website for information of all concerned.
14. Bidders are requested to remain in touch with CMRL's Website www.chennaietrorail.gov.in for any kind of latest Information, Addendum, etc.

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, (Adjacent to Koyambedu Metro Station), 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 / co-operative or company who tenders for the works with a view to execute the works on contract with the CMRL and shall include their personal representatives, successors and permitted assigns.
- 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**: TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A) CUT & COVER TUNNEL, ARSS AND DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING
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 - (F) INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE
 - (G) GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT
- l) **“EMD”**: Earnest money Deposit and means Tender Security.

2.0 TENDER DOCUMENT:

1. TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS AND DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING
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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 quotes will entail disqualification .**
3. General condition and special conditions for specific activity shall be read and understood thoroughly.

4. All the queries shall be clarified before quoting the bid.
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 sealed 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:**
 - a. The interested Bidders may purchase 'Bid documents' which can be obtained between **11.00 hrs. and 17.00 hrs.** on all working days up to **8th June, 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.chennai-metro-rail.gov.in and the bids can be submitted on the downloaded document along with a separate Demand Draft for Rs.18,000.00 (Rupees Sixteen Thousand Only) 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. 4,04,000 (INR. Four Lakhs and Four Thousand only) in the form of Bank Demand Draft drawn on any Schedule Bank in India approved by Reserve Bank of India valid for 180 days, or unconditional Banker's Guarantee for the amount Rs. 4,04,000 (INR. Four Lakhs and Four Thousand only) from a Scheduled Bank approved by Reserve Bank of India, payable at a designated Bank Branch located in Chennai
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 9th June, 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 bonus of dropping the bid in the box lies with the bidder. Bids received after 12.00 hrs. of 9th June, 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:**
Chief General Manager (EC),
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.

10. Pre-Bid Meeting: A Pre-Bid Meeting is scheduled to be held on 17th May, 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 predominantly be a Facility management service provider in Mechanical, Plumbing and Electrical services (MEP) and man power for managing Alandur Receiving substation, Koyambedu Depot Machines and shall also provide the management of Signalling, AFC & Telecom Maintenance Systems. In which case he should submit the all the particulars called for in ANNEXURE -5 and ANNEXURE -6. The appointment of sub –licensees are at the discretion of CMRL.

The Bidder shall be an ISO certified one. The Bidder shall submit the following details

1. Turnover details
2. Work Experience of having completed similar works during last 7 years ending last day of the previous month. Similar work of means operation & maintenance of various Electrical & Mechanical equipment's in metro railway stations, commercial/ office buildings, IT parks, Air ports etc.
 - i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost: or
 - ii. Two similar works costing not less than the amount equal to 50% of the estimated cost: or
 - iii. One similar work costing not less than the amount equal to 80% of the estimated cost: or
3. Profitability

5.1 Legal Status of the Bidder (Who can apply)

5.1.1 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 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a group of entities (the 'Consortium') coming together to render desired services under and/or in relation to the License.

5.1.2 A Bidder may be a Private Entity, Government owned Entity, or any combination of them with all members of the consortium having a prior written arrangement viz. Joint Bidding Agreement **Annexure-1 (Packet-A)** or an existing agreement of a Joint Venture. The said arrangement of the Members of Consortium shall not be for less than three (3) years and shall subsist during the term of the License.

6. Authorized Signatory and address of the contractor:-

1. The Signatory of the bidder should attach an authorization certificate **Annexure-2 (Packet-A)** mentioning:
 - i) The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor.
 - ii) 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. \
 - iii) In the absence of such authority all partners should sign the Tender.
 - iv) A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.

2. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by 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, **Annexure-3 (Packet-A)** 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. Minimum Annual Turnover and Work Experience:-

A- Applicant should have annual turnover of last three audited financial years as follows.

Total Annual turnover of the bidder during the last three audited financial years shall not be less than 80% of the advertised tender value per annum. Bidder has to produce attested audited balance sheet duly certified by chartered accountant etc. along with the tender offer. Bidder shall submit the details in the prescribed proforma in **Annexure – 6 (form Tech-1) (Packet-A)**

B- Work Experience (Annexure-5) (Packet-A)

Experience of having satisfactorily completed similar works during last 3 years ending last day of month previous to the one in which the tenders are invited should be either of the following:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost of Rs.4,04,44,582
Or
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost of Rs 4,04,44,582
Or
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost of Rs. 4,04,44,582
- (d) Note: In case of Joint Venture/Consortium/Partnership, all the partners/ members should have experience as above.

8. Additional Mandatory Requirements – Annexure-6 (Packet-A):-

- i. All other mandatory requirements have been enlisted at **Annexure -6** of the Bid document. This includes Permanent Account Number, VAT / Service Tax Registration, ESIC and PF Registration, etc.
- ii. Undertaking by the Bidder to conduct third party audit by an independent agency authorized / prescribed by CMRL every three months along with regular in-house audit. **Annexure -7 (Packet-A)**.
- iii. The Bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed.) **Annexure-6 (Packet-A)**

9. Evaluation Criteria :-

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

10. Consortium:-

Bids submitted by a Consortium must comply with following requirements:

- i. The number of Consortium members shall not exceed four.

- ii. The Consortium shall furnish a Joint Bidding Agreement **Annexure-1 (Packet-A)** in non-judicial Stamp Paper of minimum Rs. 100/- as per the format provided in this document, which shall be legally binding on all the members.
- iii. The Joint Bidding Agreement for the Consortium shall state the responsibility regarding the Techno-Commercial and financial arrangements in respect of each member in the Consortium. The Joint Bidding Agreement should be valid for a minimum period of 180 days from the last date of submission of the Bid

- iv. The members of the Consortium shall nominate one member as the lead member (the "**Lead Member**") to act on behalf of the others as their representative to apply/bid for the award of License. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members as per format shown in this Document.**(Annexure-3) (Packet-A)**
- v. The Lead Member shall have an equity share with highest of the paid up and subscribed equity of the Special Purpose Vehicle.
- vi. No change in the composition of a Consortium shall be permitted after submission of bid.
- vii. A company or a firm can be a member in only one Consortium, if a company or a firm participates in more than one Bid, all Bids of which it is a part would be summarily rejected.
- viii. All members of the Consortium shall be jointly and severally liable, for the obligations and responsibilities entailed by the License Agreement.
- ix. In the event of death of lead partner or other partner during the tenure of the contract, the legal heirs shall be permitted to continue for the unexpired period of license, with approval of CMRL. In the event of any of the partner withdrawing from the Consortium, the contract will stand terminated.
- x. In case of a Consortium emerging as the Selected Bidder, the Selected Bidder must incorporate a Special Purpose Vehicle (SPV) under the Indian Companies Act 1956, within 21 days of issue of the Letter of Acceptance (LOA) by CMRL to render desired services under the License. It is clarified that CMRL will execute the License Agreement only with the SPV. The Lead Member shall have the highest equity share holding of the paid up and subscribed equity of the SPV.
- xi. In case of a SPV formed by a Consortium as mentioned above, the Lead Member and member of Consortium who claims substantial Techno-Commercial experience or substantial network in the Bidding Documents must hold the highest of the total paid up equity share capital of the SPV for at least 3 years from the date of execution of the License Agreement. Each of the other members shall compulsorily hold at least 10% of the total paid up equity share capital of the SPV for at least 3 years from the date of execution of the License Agreement. In case the Lead Member or bidding company is holding equity through Affiliate/s such restriction shall apply to such entities.
- xii. Each member of the Consortium shall be ISO certified.
- xiii. All members of the Consortium should have registered in India as per Indian Laws.
- xiv. All the members of the Consortium shall comply with all the conditions individually of this contract.

11.0 Fraud and Corrupt Practices:-

- a. The Bidders and their respective Officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CMRL may reject a Bid without being liable in any manner whatsoever to the Bidder or the 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 11.1 the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CMRL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising thereof, before or after the execution thereof, any time prior to the expiry of one year from the date such Official resigns or retires from or otherwise ceases to be in the service of CMRL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) ; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the award of License or the LOA or the License Agreement, who at any time has been or is a legal, financial or Techno-Commercial adviser of CMRL in relation to any matter concerning the award of License.
 - b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
 - c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
 - d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process ; or (ii) having a Conflict of Interest ; and
 - e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12. **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.
13. **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.

14. 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. Deployment of minimum man-power: The deployment of man power shall be as in schedule at each location.

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).
- 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 (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 and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with CMRL's contribution of such total wages payable to the employees in the appropriate account.
- 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 plus the CMRLs' contribution to the R.P.F.C. For this purpose, the agency must submit a certificate in every month that PF amount has been deducted from the eligible employees and along with the CMRL's contribution has been deposited with R.P.F.C. In support of this, the agency must furnish the challan / receipt for the payment made to RPF, along with list of employees who are covered while submitting the 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 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. The bidder shall produce certificate of Registration from the Department of Labour for engaging Contract Labours.
- j. The Bidder shall also assist CMRL in providing the details of the employees and the services rendered for inclusion in the Asset Management Software to be set up in CMRL. They shall also assist the system in providing other relevant details as may be required from time to time.

15. 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.

16. Tender Requirements:-

16.1 For the purpose of selection of contractor, the tender document is divided into two parts viz. the Techno-Commercial Bid and the Commercial Bid. The requirements for Techno-Commercial Bid are as under: - **(Refer para 22.0 below)**

16.1.1 The bidder shall enclose a signed and stamped (lead member in case of Consortium) 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 (if applicable) and EMD (Earnest Money Deposit).

16.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.

16.1.3 Each bidder (each member in the case of a consortium) shall be required to confirm and declare with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. The format is given in **Annexure-8 (Packet-A)** of this Tender Document.

16.1.4 The bidder shall be required to enclose Self Attestation, as in Annexure-6 (Packet-A) along with the Techno-Commercial Bid.

16.1.5 The bidder shall be required to enclose the Check List for submission of TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES as in Annexure-9 (Packet-A) of this Tender Document.

16.1.7 Besides above, the Bidder shall submit the following filter criteria duly filled in, on the letter head of its company (each member in case of consortium). Bidder has to first qualify the Initial Filter Criteria in order to be eligible for evaluation of their Techno-Commercial Bid. Bidders are required to enclose the **Initial Filter Criteria (Annexure-10) (Packet-A)** along with their Techno-Commercial Bid.

17.0 Tender Clarification Process: Query from Bidders:-

1. If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Tender Document, he may seek clarifications in the form of query, in writing, from the Chief General Manager (EC), as per schedule given in the Notice Inviting Tender. Reply to Query, if any given by CMRL, shall form part of the Tender Document.
2. Except for written clarifications (Reply to Query(s)) from the Chief General Manager (EC), which is expressly stated to be an addendum to the tender document issued by CMRL, no written or verbal communication/ presentation/explanation by any other employee of CMRL shall be taken to bind or fetter CMRL under the tender/contract.

18.0 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.

19.0 Tender Validity:-

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

20.0 EMD :-

1. The bidder shall furnish, as EMD, an amount of Rs.4,04,000.00 (Rupees Four lakhs and Four thousands only) in the form of Bank Draft from a bank approved by Reserve Bank of India in favour of Chennai Metro Rail Limited" with a validity of 180 days or a unconditional Banker's Guarantee from a Scheduled Bank approved by Reserve Bank of India for a value of 4,04,000.00 (Rupees Four lakhs and Four thousands only) valid for 180 days, payable at a designated Bank Branch located in Chennai.
2. Tenders not accompanied by EMD will be summarily rejected as non-responsive.
3. 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.
4. The EMD in case of a successful bidder, who is awarded with the work, shall become part of performance guarantee or retention money.
5. The EMD may be forfeited: -
 - 1) If the bidder withdraw/modify its tender during the period of tender validity.
 - 2) In case of a successful bidder fails to: -
 - i) Furnish the necessary Performance Guarantee within the prescribed time limit.
 - ii) Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance.
 - iii) Enter into the Contract Agreement within the time limit.
6. No interest shall be payable by CMRL on the EMD.

21.0 Tender Prices :-

1. The Contract shall be for the whole work, as described in Bill of Quantities/Letter of Acceptance. The bidder is required to quote his rates taking into account all the Terms and Conditions of the Tender.
2. The bidder shall quote his rates inclusive of all taxes, service tax, 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. **The Price variation @5% for the second year and 10% for the third year to the base rate is permitted.**

22. Tender Submission:-

1. **ENVELOPE-1** – It shall contain two sealed covers, one cover shall contain the EMD and Cost of Tender Document and sealed, with superscription as “EMD for FMS-04-2016”. The second cover shall contain the Techno-Commercial Bid for FMS-04-2016 (Tender Document including General Conditions of Contract, addenda if any, Reply to Query if any, required documents / annexure) and sealed with superscription as “**Techno-Commercial Bid (Packet-A)** for FMS-04-2016.” Both these covers shall be placed in Envelope - 1 and sealed with superscription as “Techno-Commercial Bid for FMS-04-2016.
2. **ENVELOPE-2** –The **Financial Bid (Packet-B)** for FMS-04-2016 must be sealed in a separate envelope duly marked as “Financial Bid (Packet-B) for FMS-04-2016”. The bidder must then place both these envelopes in another big envelope, seal this envelope and mark it as “Techno-Commercial Bid and Financial Bid for FMS-04-2016”.
3. Envelope-1 is mandatory for all the bidders. Both Envelope-1 and Envelope-2 shall be placed in another big envelope and shall be sealed. This envelope should be super scribed as **1. TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS AND DEPOT OF CHENNAI METRO RAIL LIMITED** at the top, with name of the Bidder at the bottom of the Bidder. It should be noted that all the envelopes must be addressed to the following: -

**Chief General Manager (EC),
Chennai Metro Rail Limited.
Admin Building, CMRL Depot,
Poonamallee High Road,
(Adjacent to Koyambedu Metro station),
Koyambedu, Chennai – 600107.**

4. Tenders may be submitted, by hand, not later than 12:00 hrs. **on 8th June, 2016.**

23.0Tender Opening:-

1. On opening of the main Tender envelope, it will be checked if it contains the Envelope-1 for EMD and Tender Document cost, if applicable, and the Techno-Commercial Bid and Envelope-2 super scribed as “Financial Bid for FMS-04-2016”.
2. Firstly Techno-Commercial Bid will be opened in the presence of bidders or their representatives who choose to attend on the date and time as mentioned in tender document. It will be checked if the required documents have been annexed. If the submitted documents do not meet the tender requirements then the Commercial Bid of the said bidder will not be considered for further processing.
3. The sealed Financial Bid will be kept in the safe custody of CMRL and will be opened on a subsequent date after evaluation of Techno-Commercial bids. Financial Bid of all Techno-Commercially qualified bidders who qualify the Techno-Commercial Evaluation will be opened on the date and time intimated to all such eligible bidders separately.

24.0 Other Tender 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 either by themselves, or as a partner in a joint venture, or as a consortium. If a Bidder, or if any one of the partners in a joint venture, or any one of the members of the consortium participates, submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
9. Sub-contractor shall not contact directly with CMRL on any score. All Rules and regulations applicable for principal contractor's employees will be applicable to them also.
10. **Facility Management Services mentioned in this document is indicative only and may be reduced or enhanced. The payment for services will be reduced/enhanced proportionately on the quoted /accepted rates as in Packet-B. As the requirement will be based on facilities available, the requirement and payment shall be proportionately made on the quoted price.**
11. **CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant and demand which shall also be fulfilled by the contractor. CMRL will pay at the proportionate rate on the quoted rates.**

25.0 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. Consult with any Bidder in order to receive clarification or further information.
 - c. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or

- d. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
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, conditionality's 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 and no change in rates shall be sought, offered or permitted.
8. In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Commercial Bid, then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 3 financial years.
9. Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his tender has been accepted.

26.0 Letter of Acceptance:-

1. The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA.
2. Letter of Acceptance shall communicate the sum which the CMRL would pay to the Contractor during the contract period, to be paid on month to month basis and based on bills submitted by the Contractor as per procedure chalked out in the Terms and Conditions of the Contract, in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract Agreement (hereinafter called 'the Contract Price').

3. No correspondence will be entertained by CMRL from the unsuccessful bidders.
4. Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and discharge / return their EMD/ BG thereof.

27.0 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, either indefinitely or for a stated period of time, to be awarded a contract(s) if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
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.
5. Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

28.0 Performance Security (ANNEXURE-11):-

1. The successful bidder shall furnish to CMRL a security in the form of Bank Guarantee for an amount, equivalent to 10% of the Contract Price within 21 days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six month beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this Tender Document with a scheduled Bank approved by Reserve Bank of India, based in India. Further as and when contract value increases, even as a result of revision in Service Tax, the contractor shall be required to deposit additional BG (s) so as to ensure availability of Bank Guarantee @ 10% of 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.

29.0 Signing of Contract Agreement :-

1. CMRL shall prepare the contract agreement as in the proforma given in this tender document, duly incorporating all the terms and conditions of the tender.
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 21 days of award of Letter of Acceptance.
 - b. Power of Attorney in favour of Authorized Signatory(s)

c. Consortium Agreement (duly signed and executed) duly incorporating the requirements as in this Tender Document.

4. The Contract Agreement shall require to be executed within forty five (45) days from the date of issue of the Letter of Acceptance.

30.0 Confidentiality:-

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

31.0 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 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.

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

33.0 Right Of Way: Right of way (within CMRL land) to the work site will be provided to the Contractor and his employees. They shall always carry their Photo identity card jointly signed by the contractor and authorized signatory of CMRL.

34.0 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.

35.0 Specifications: One copy of specifications shall be supplied to the Contractor. The Contractor shall promptly inform CMRL of any error, omission, fault and other defects in the Specifications, which are discovered when reviewing the Contract Documents or in the process of execution of the Works.

36.0 Housing facilities and Supply of Materials, Tools and Equipment: No material, tools, and equipment shall be supplied by the CMRL except otherwise specifically agreed to by CMRL.

37.1. Housing Facilities:

The Contractor shall have to make his own arrangements for housing facilities for his staff.

38.0 Supply of Water and Electricity:-

1. CMRL shall make arrangements for Water supply and Electricity necessary for the Works at free of cost.
2. 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.
3. 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 at his own cost.
4. 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.

39.0 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.

40.0 Payment:

- a. All the claims shall be approved by the competent person. The payment will be effected within 21 days of submission of his claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable. No advances shall be paid to the Contractor. Tax deduction at source 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 Income 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.
 - iii. Certificate from the official of CMRL regarding satisfactory performance during the period of the bill.

- 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. The payment for the work/service will be released only through NEFT/RTGS/SWIFT and to provide the Bank Account details for the same

41.0 Security Measures:

1. 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 the police action against the contractor staff if any employee of contractor is caught stealing CMRL property. Decision of CMRL shall be final.
2. Contractors' employees and representatives shall wear Identification Badges (cards), uniforms, helmets; gum boots and other safety/protection wear as directed by in Charge, and 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.
3. All vehicles used by the Contractor shall be clearly marked with the Contractor's name and identification mark.
4. Contractor shall submit the police verification of each employee and staff. In case the employee is replaced, then the contractor shall inform Station Manager /Station controller and CMRL office and also submit the police verification of changed person's / equipment on site. On every replacement contractor shall provide replacement form and get approval from the station Controller/nominated official in-charge.

42.0 Carriage of Materials:

No contractors' materials shall be carried by metro trains unless specifically permitted by operations department.

43.0 Facilities For Inspection : The Contractor shall afford CMRL and its Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the CMRL and its Representative 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.

44.0 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 and shall post such look out men as May, in the opinion of CMRL, be required to comply with regulations appertaining to the work

45.0 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.

46.0 Indemnity by Contractors (Annexure 12) (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 being 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).

S.NO	SHIFT	MEP & POWER SYSTEM EQUIPMENT MAINTENANCE FOR 6 STATIONS & (ARSS)		ALANDUR RECIVING SUB STATION (ARSS OPERATIONS)		Depot Machines Maintenance		STAGE 1 STATIONS, DEPOT (SIGNAL EQUIPMENTS) MANPOWER REQUIREMENT		STAGE 1A STATIONS (SIGNAL EQUIPMENTS) MANPOWER REQUIREMENT		STAGE -1 (AFC & TELECOM EQUIPMENTS) MANPOWER REQUIREMENT		STAGE - 1A(AFC & TELECOM EQUIPMENTS) MANPOWER REQUIREMENT		(IT) MANPOWER REQUIREMENT		(GENERAL STORE) MANPOWER REQUIREMENT	
		JE	TECH	JE	TECH	JE	TECH	JE	TECH	JE	TECH	JE	TECH	JE	TECH	JE	TECH	JE	TECH
1	A	0	4	1	0	0	2	0	2	0	2	0	0	0	0	0	0	0	0
2	B	0	4	1	0	0	2	0	1	0	1	0	0	0	0	0	0	0	0
3	C	1	6	1	0	1	2	0	1	0	1	0	2	0	2	0	0	0	0
4	C1	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0
5	C2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
6	GENERAL	0	1	0	0	1	3	0	2	0	3	0	0	0	0	4	0	0	2
	TOTAL	1	15	3	0	2	9	0	8	0	9	0	2	0	2	4	0	0	2

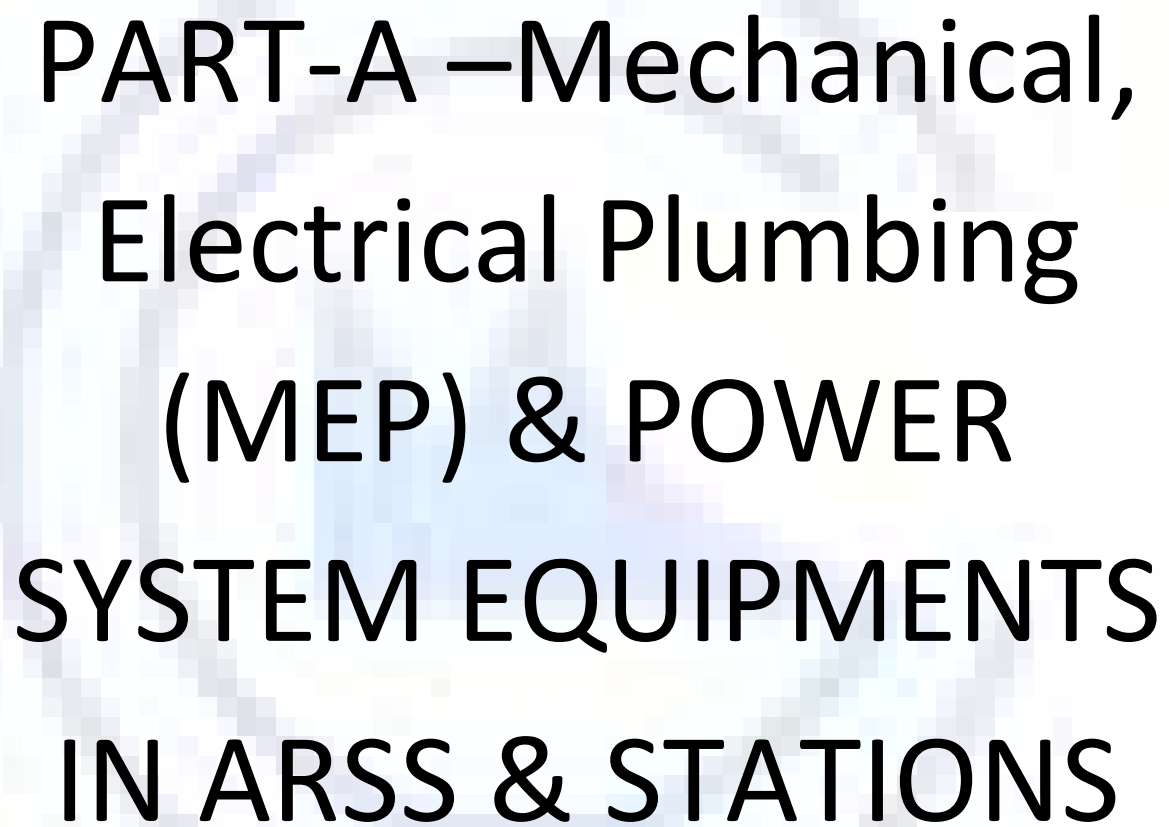
DETAILS OF MANPOWER COST ESTIMATION

Total No:- 1) Joiner Engineers (JE) :- 10 No`s

2) Technicians:- 47 No`s

Cost Estimation for Stage 1A stations & Cut & cover tunnel for MEP & Power Systems and ARSS and Stage 1, 1A for Signalling and AFC and Koyambedu Depot for DMM & IT AND General Stores.

S.no	Description	Bill of Quantity (Nos.)[A]	Minimum Statutory Requirements(In Rupees)						Uniform(@ 2% on G)(H)	Net Rate (I=G+H)	Yearly Expenditure (In Rupees)(J=A*I)
			Minimum Wages(B) (JE-Rs.467, Tech-Rs.390 as per Central wages 2015)	Enhanced Minimum Wages[C=B*1.17]	PF Cont.(@13.61% on C)[D]	ESI Cont.(@4.75% on C)[E]	Bonus(@8.33% on C)[F]	Total(G=C+D+E+F)			
1	JE'S	10	1,70,455	1,99,432	27,143	9,473	16,613	2,52,661	5,053	2,57,714	25,77,141
2	Technicians	47	1,42,350	1,66,650	22,667	7,911	13,874	2,11,002	4,220	2,15,222	1,01,15,415
TOTAL AMOUNT (PER YEAR)[J]											1,26,92,555
Tools and consumables for Electrical ,Plumbing and Mechanical works including ladder Rs 150000 / year								1,50,000			
Cost Estimation for overall system for 1 year (including Tool costs) Base rate								1,28,42,555			
Cost Estimation for overall system for 2 years (@ 5% from the Base rate)								1,34,84,683			
Cost Estimation for overall system for 3 years (@ 10% from the Base rate)								1,41,26,811			
(1st,2nd,3rd year) Grand Total								4,04,54,049.74			



**PART-A –Mechanical,
Electrical Plumbing
(MEP) & POWER
SYSTEM EQUIPMENTS
IN ARSS & STATIONS**

**PART-A –Mechanical, Electrical Plumbing (MEP) & POWER SYSTEM
EQUIPMENTS IN ARSS & STATIONS**

“Facility Management Services “

- 1. LITTLEMOUNT (SLM),**
- 2. GUINDY(SGU),**
- 3. ST.MOUNT(SMM),**
- 4. NANGNALUR(SOT),**
- 5. MEENAMBAKAM(SME),**
- 6. AIRPORT(SAP) ELEVATED STATIONS of CMRL**
- 7. CUT/COVER TUNNEL,**
- 8. ARSS**

Scope of Facility Management Services

GENERAL INSTRUCTIONS

1. The Contractor shall deploy all manpower at **SIX ELEVATED STATIONS And CUT & COVER TUNNEL** in the manner and as per the instructions of the CMRL.
2. The Contractor shall ensure that all personnel are fully conversant with the premises and with the CMRL's business activities and its related manpower requirements. Staff deployed should have sufficient knowledge about electrical and air conditioning systems, record maintenance etc. They should be well versed with the electrical circuits, trouble shooting in Central air conditioning and VRV systems.
3. The CMRL shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the CMRL, emergencies, exempted.
4. The Contractor shall cover its personnel for personal accident and/ or death while performing the duty.
5. The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
6. The scope of work includes repair and replacement of all kind of spares including supply , major repairs, overhauling , rewinding of motors and periodical repair / servicing/ Painting of major and specialized equipments as mentioned in the list.(Cost will be reimbursed)
7. The spares shall be procured from the OEM/Authorized dealer.
8. The contractor shall need to keep readily all Tools and tackles, include Ladders for Maintenance activity.

9. The contractor shall do maintenance activity as per check lists maintenance check list will be issued to contractor time to time.
10. The contract can be varied by $\pm 30\%$ both in value & total man power, the contractor should be capable of deploy 30% of Extra Manpower within 30 days whenever required by CMRL. Deployment of Extra Man power of JE's and Technicians will be paid as per BOQ rate. One month notice would be adequate if CMRL to reduce the manpower.

SCOPE OF MEP SERVICES in Stations & CUT And COVER TUNNEL

1. Electrical Supply HT (33 KV) & LT Power Distribution.
2. Electrical Panels, Distribution Boards, switches and sockets etc.
3. Dry Type indoor Transformers & DG set.
4. Earthing, Bonding & lightning Protection System.
5. UPS System including Battery.
6. Lighting (indoor & outdoor) with control system.
7. BMS & SCADA System
8. Air Conditioning Services (VRV (IDU, ODU supporting equipments).
9. Fire Detection System (Smoke Detectors, Heat Detectors etc.)
10. Fire Fighting System (Fire Pumps, Gas Suppression System, Sprinklers, Fire Hydrants, Fire Extinguishers etc.)
11. Panel Flooding System.
12. Gas Flooding System (FM 200).
13. Plumbing & Drainage System (Water Supply Pumps, Drainage Pumps, Bore well etc.).
14. Lift and Escalators.
15. Tunnel ventilation systems.
16. Rolling shutters.

1.0 SCOPE OF MEP SERVICES in Stations & CUT and cover:

1.1 Electrical Supply HT (33 KV) & LT Power Distribution

- (i) Operation & Preventive maintenance will be carried out as per specification / recommendation of Original equipments manufacturers.
- (ii) Visual inspection of HT & LT panels every day, cleaning of panel, recording of various data including; voltage, power, energy at different areas. Periodic checking of protection relays for correct operation, tripping etc.
- (iii) Visual checking of 33KV substation and transformers as installed including all Equipments.
- (iv) Visual inspection of main L.T. panel and capacitor panel, checking of breaker operation, replacement of any blown control fuses/ indicating lamps, recording readings of voltmeter, ammeter, kWh meter, etc. Cleaning of panel and periodic checking of relays for proper tripping.
- (v) Visual checking and regular cleaning of all distribution boards, checking of proper operation of MCB's, tightening of any loose contacts and wires, replacement of faulty MCB's / ELCB's etc.
- (vi) Visual checking feeder pillars and cables, cleaning of feeder cables, checking and tightening of loose connections, replacement of lamps in street lighting poles, garden lighting, façade lighting, Checking of Cables & Cable Trays and Necessary Attention etc.
- (vii) Cleaning of all MEP Equipment's including (Cables, cable tray, light fixtures, panels boards VAC equipment s etc.
- (viii) Physical checking and Attention of bus duct and bus risers for loose connections, cleaning of bus ducts, checking of bus duct insulation by instruments, fire barriers, etc., tightening of nuts and bolts for incoming and outgoing, checking of hot spots in bus ducts and cables.
- (ix) Replacement of lamps and tubes, starters, chokes/ Ballasts, tightening of wiring wires, checking of conduits and wiring above false ceiling.
- (x) Watering of earth pits, checking of earth resistance by instruments, tightening of all nuts and bolts and cleaning of all joints, Checking & Attention of Earthing System.
- (xi) Ensuring continuity of power from 33KV system and switching ON and OFF the breaker in case of tripping and power failure (as instructed by CMRL Engineer)
- (xii) Ensuring Availability & Reliability of 415 V Power Supply to All Occupants as well as to the Common Services including all MEP Systems. Attention of All Breakdowns & Restoration of Power Supply in the minimum possible time.
- (xiii) Submission of Energy Consumption area wise to Section Engineer (CMRL).
- (xiv) Periodic Checking & Attention of HT & LT cables, Cable Trays, Raceways etc.

- (xv) Operation & Day to Day Maintenance of DG Sets including Cleaning of generating sets, visual inspection of diesel leakage and checking lubricating oil and diesel levels, test starting of generating sets ensuring the set voltage etc., logging the data, Periodic change of oil filters etc., checking of Radiators, pumps, DG Auxiliary Panels, Day Oil Tanks, Underground Fuel Tank, Fuel Transfer Pumps etc.
- (xvi) Checking & Attention of AMF panel, cleaning, and setting relays for correct sequence, cleaning of relay contacts, testing of AMF panel.
- (xvii) Visuals checking & Attention of LT bus duct for loose joints, loose suspension etc and rectifying the same, checking of insulation & Temperature Rise by instruments. Temperature measuring instrument shall be provided by FM Agency.
- (xviii) Cleaning & Regular checking of battery voltage and adding distilled water if required and, if necessary, tightening of terminals on the batteries and the engine, Day to Day Maintenance as per the Manufacturer's Recommendations.
- (xix) Checking & Attention of the exhaust fans for any noise, balancing works etc.
- (xx) Monitoring the consumption of High Speed Diesel (HSD) and lube oil. Keep a check on the levels of the H.S.D storage tank and individual day tanks daily and report for the same.
- (xxi) (a) Making necessary arrangement for Procurement of HSD may have to be carried out by FM, and the cost towards these expenses will be borne by CMRL.

(b) Standard operating procedure will be prepared and followed as per the CMRL norms for Disposal of waste & scrap.
- (xxii) Periodic checking and maintenance of All Electrical equipment's and Earthing system as per IS/ National/ International standards as applicable.
- (xxiii) Day to Day Maintenance & Periodic checking of Online Uninterrupted Power Supply System (UPSs) including Batteries.
- (xxiv) Annual Maintenance Contracts of DG Sets & Online UPS etc. By CMRL and coordinating with AMC Vendor/ Contractor and Day to Day Execution of AMC shall be the Responsibility of FM AGENCY.
- (xxv) Preparation of all MEP Maintenance Check list.

1.2 Fire detection & Fire Fighting System:

The following are periodically checked and maintained.

- (i) Wet riser cum down comer systems for Sprinkler & Hydrant Systems with all

control valves & other accessories.

- (ii) Hydrants with Hydrant Boxes, Hose reels, Fire Brigade Connections, Valves etc.
- (iii) Automatic Fire Sprinkler System with Isolation valves, Alarm Valves, Gong and Sprinkler heads etc.
- (iv) Analogue addressable type- Automatic Fire Detection, smoke detection, heat detection & Alarm System, including very early smoke detection.
- (v) Portable Fire Extinguishers including refilling as per periodical schedules / as required. (Testing and usage during emergencies will be borne by CMRL).
- (vi) Operation & Maintenance of Fire Pumps, Valves & other Accessories as per Recommendations of the Manufacturer/ Relevant Standards.
- (vii) Co-ordination with comprehensive AMC Vendor/ Contractor and Day to Day Execution of AMC shall be the Responsibility of FM.
- (viii) Cleaning of all fire fighting equipment's and pumps.

1.3 Water supply, Plumbing & Drainage System

Checking for Water Supply pumps, Drainage pumps, water level in the main tanks etc.; operation and maintenance of all kinds of Water Supply, Distribution, Drainage, Sewage, Sump & De-watering pumps installed in the stations building. Checking for water leakages and rectifying the same to ensure proper and regular supply of water to the building.

- (i) Checking of rainwater shaft, drain shafts, toilet shafts, Other Shafts etc for leakages or other defects and immediate rectification of the same.
- (ii) Cleaning of all underground domestic water sumps and fire water sumps.
- (iii) To ensure that all sumps are maintained clean at all times.
- (iv) Checking & Attention of all toilets and toilet fittings for loose connections, leakages, etc in Common area.
- (v) Cleaning of external drain periodically.
- (vi) Ensuring adequate water supply to various drinking water outlets and toilets.
- (vii) Maintaining water level in all sumps.
- (viii) Co-coordinating to the Metro water (CMWSSB) /other agency for supply of water when Demand of water.

- (ix) Attending Toilet line blocking.
- (x) Arranging to clean of sewer collection tank (On chargeable basics).
- (xi) Follow of Metro water Bills and Payment.

1.4 Operation and Maintenance of Ventilation and Air-Conditioning System:

- (i) Maintaining the temperature as per the designed parameters or as specified by CMRL.
- (ii) Regular checking of out-door units and indoor units.
- (iii) Attending to the A/C breakdown calls in the building.
- (iv) Checking the noise level of A/C & ventilation equipment.
- (v) Operation and maintenance of the Ventilation fans.
- (vi) Regular checking and attending maintenance VAC (ODU, IDU).
- (vii) Cleaning of IDU filters diffusers, dampers, ducting, Ventilation Dampers etc.

1.5 GAS suppression System (FM 200) room flooding system and C02 Panel flooding system:

- (i) Cleaning of Gas cylinders.
- (ii) Monitoring of pressure.

1.6 Rolling Shutters:

- (i) Greasing of Rolling Shutters.
- (ii) Cleaning of Rolling Shutters.
- (iii) Operation of Rolling Shutters.

2.0 Inclusion & Exclusion of the Services:

2.1 Inclusions:

- (i) Replacement of bulbs/ tubes /chokes/starters/ Ballasts for common area /Service Rooms/ Sub-Station/ Outdoor lights including the landscaping area.
- (ii) Connectors/ contactors/ lugs/etc
- (iii) Belts / Bearings / Grease / cotton waste / Silica Gel / CTC and other similar minor items.
- (iv) PVC / GI couplings, Bends, fuse and other similar minor items.
- (v) Repair & Rewinding of AHU / Ventilation Fans / Pumps / Motors etc (After Warranty Period).
- (vi) Computer stationary, CD's floppies, audio cassettes as required for BMS / LV Systems, Reception desk.
- (vii) Administrative support will be provided by FM Agency for all insurance claims.

- (viii) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.
- (ix) Maintenance of Reports, Log Books etc for Operation & Maintenance of Various Systems & Equipment's.
- (x) Maintenance of Equipment History.
- (xii) *Hiring* of Specialized Tools / Tackles i.e. Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc. required for operation and maintenance.
- (xiii) Annual Maintenance Contract will be given By CMRL & coordination with AMC Vendors / Contractors and day to day execution shall be the responsibility of FM agency.
- (xiv) Arranging the ladder for maintenance activity.

NOTE:-

Following will be reimbursed by CMRL (Actual Cost + 10% overhead + 15 % margin)

- A). Replacement of parts like light fittings etc and consumable like grease etc.)
- B). Cost of tool kit, personal protective equipments for technicians.
- C) Hiring of special tools.

2.2 Exclusions:

- (i) Capital Equipments Replacement / Major Repair for items not covered in comprehensive AMC only.
- (ii) Spares procurement of Capital Equipment. FM Agency team will recommend the list, once the FM contract finalized.
- (iii) Diesel Generator running cost (Diesel) shall be borne by CMRL.
- (iv) Statutory Payment to Govt. Bodies
- (v) Annual Testing Fee / Rectification charges etc.
- (vi) All Statutory & Service Taxes as applicable.
- (vii) Insurance for Building, Fire, Equipment's (other than Preventive & Breakdown Maintenance) & Third party Insurance excluding FM Agency Personnel, their Equipment's & their Deployed Manpower and due to Negligence attributed to FM during Operation & Maintenance or otherwise processing. Necessary guidance and documentation will be carried out by FM Agency.

Lifts & Escalators

Scope of work for Lifts & Escalators:

1. (i) Operational hours:

- a. Monitor the Lifts & Escalators systems and involve in Rescue operations in Lifts
- b. Co-ordinate with Station Controllers for smooth operations of Lifts & Escalators
- c. Co-ordinate with L & E contractor for corrective maintenance of Lifts & Escalators

(ii) Non-Operational hours:

- a. Monitor the periodical/preventive maintenance of Lifts & Escalators
- b. Maintain the reports for preventive maintenance work carried out on Lifts & Escalators

2. Visual and Functional checks:

(i) Lifts:

- a. Daily functional check of alarm and Intercom
- b. Daily functional check of all lights and fans
- c. Daily functional check of push buttons
- d. Daily visual check of indicators, hall gongs and lanterns
- e. Cleaning and dewatering of lift pits

(ii) Escalators:

- a. Daily functional check of Start keys
- b. Daily functional check of all Emergency Stops
- c. Daily visual check of indicators
- d. Cleaning and dewatering of escalators pits.

Table for Quantity of Lifts & Escalators as of now for Stage-1A Stations

S.No	Station	Lifts Quantity	Escalator Quantity
1	Little Mount (SLM)	2	3
2	Guindy (SGU)	3	3
3	Nanganallur Road (SOT)	3	-
4	Meenambakkam (SME)	4	-
5	Airport (SAP)	5	3
6	St.Thomas Mount Metro (SMM)	4	9
	Total Qty for Stage-1a	21	18

Tunnel Ventilation system

Tunnel Ventilation System has been provided at the Airport Cut and Cover Tunnel. This system comprises of 8 no. Jet fans with silencers fixed at tunnel portals (4 on each portal side), Electrical Starters, Electrical Panels, PLC SCADA Panels and temperature and velocity sensors.

Maintenance Schedule for TVS Equipment is as below:

(i) Jet Fans

Item	Frequency (Months)	Action
1. Impeller	3m	Clean and ensure no build up of dirt or damage to blades – replace or repair blades as appropriate.
2. Motor bearings ("Sealed for life" bearings should not be serviced).		Lubricate with recommended lubricant at intervals noted on fan nameplate.
3. Flexible conduit connections and wiring	6m	Check for soundness and ensure terminal connects are secure. Check integrity of electrical insulation.
4. Impeller, variable pitch mechanism.	6m	Check that there is no excessive movement at the wing root.
5. Adjustable pitch actuation	12m	Check correct operation.

(ii) Cables

Item	Frequency (Months)	Action
1. Armored cables	12m	a) Check for physical damage and signs of corrosion. Trace exposed cables / cables on trays and check for name ferrules, proper layout and signs of damage. Take corrective measures if required.

(iii) Starters

Item	Frequency (Months)	Action
1. Switchgear	12m	Carry out maintenance procedures as per power contactors.
2. Interlocks	12m	Inspect and check both electrical and mechanical interlocks between "Star" and "Delta" contactors.
3. Start up sequence	12m	Check for correct sequence from start up. Inspect, check and adjust setting of time to match character of the connected load.
4. Starter overload settings	12m	Check and ensure correct scheduled setting.

(iv) Panels

Item	Frequency (Months)	Action
1. Panel exterior	12m	a) Check for physical or mechanical damage. Touch up paintwork after removing signs of corrosion. b) Check for integrity of nametags in front and on cables.
2. Mains isolator (Door)	12m	Check for correct operation and interlock. Check main switchblades for signs of overheating or burning.
3. Bus-Bars	12m	Check for visible signs of overheating, loose connections etc. Check integrity of Bus-Bar connections and cable tap off connections.
4. Insulating Barriers	12m	Check that insulating barriers are in place, particularly over incoming terminals.
5. Power contactors	12m	a) Check contact for correct mechanical & electrical operation. b) Strip and clean interior. c) Inspect and clean magnetic pole faces. Check moving contacts for wearing or "pitting". d) Check coil for over heating or insulation breakdown. Clean out arc chutes.
6. Starters direct on line - star delta - inverter starters	- 12m	Carry out maintenance as for power contactors.
7. Thermal overloads	12m	a) Inspect for signs of overheating. b) Check electrical connections for tightness and security. c) Check oil levels in dashpots, if cloudy or sludge has formed. Clean out dashpot with solvent and refill. d) Check "time" delay mechanism. e) Operate "test" facility to ensure switchgear de-energises in a clean and positive operation. f) Inspect trip settings.

9. Panel wiring	12m	<ul style="list-style-type: none"> a) Inspect for signs of overheating or burn marks. b) Replace any suspect conductors. c) Check all connections, terminations, earth cables and links for security and tightness. d) Ensure cable connections are tight and correctly terminated. e) Check that the panel is correctly bonded to earth.
10. Fuses and/or miniature circuit breakers (MCB)	12m	<ul style="list-style-type: none"> a) Check for damage. b) Check for correct rating. c) Check tightness of fuse link connections. d) Check free operation of MCB mechanisms. e) Check for evidence of overheating.
11. General	12m	<p>Check for presence of moisture.</p> <p>Remove any build up of dust or any other contamination.</p>
12. Instrumentation		
a) Ammeters and Voltmeters	12m	Check for accuracy and correct operation.
b) Selector Switches	12m	Check for operation.
c) Indicator Lamps	12m	Test for operation and correctness of lens colour.

Power supply

Power supply equipments at passenger stations.

Power supply system (MV-33kV) supplies 33kV power from Receiving Substation to all passenger stations. This system comprises of following equipments

33kV switchgear (Siemens make 8BK80) panels, ACDB, SCADA-RTU, Battery charger, battery bank, 33/0.415kV dry type transformer

Sn o	Item		SMM	SGU	SLM	SOT	SME	SAP
1	33kV panels	Type	Siemens make 8Bk80					
		No of panels	6 (2 Ring feeder, 2 Transformer feeder, 1 Bus Coupler & 1 adaptor)					
2	ACDB							
3	Battery charger		110V Boost cum Float, NiCd battery charger with EVR with DCDB					
4	Battery bank		85 cell-110V, 60AH, NiCd battery bank					
5	RTU		1 set					
6	Dry type transformer	Type	33/0.415kV, Dry Type Transformer					
		No	2					
		Rating	630kV A	400kV A	400kV A	400kV A	630kV A	630kV A
7	Diesel generator	Rating	320	320	250	250	500	380
8	33kV cables		Ring cables between stations, switchgear panel to Transformer					

Maintenance schedule for MV equipments are as follow.

Sno	Item	Daily	Weekly	Bi weekly	Monthly	quarterly	Half yearly	Annual
1	33kV panels	Visual	Nil	Nil	Yes	Yes	Yes	Yes
2	ACDB	Visual	Nil	Nil	Yes	Yes	Yes	Yes
3	Battery charger	Visual	Nil	Yes	Nil	Yes	Yes	Yes
4	Battery bank	Visual	Nil	Yes	Nil	Nil	Nil	Yes
5	Dry type transformer	Visual	Nil	Nil	Yes	Yes	Yes	Yes
6	Diesel generator	Visual	Yes	Nil	Nil	Yes	Yes	Yes
7	33kV cables	Nil	Nil	Nil	Yes	Nil	Nil	Yes

Check list for Maintenance schedule of power supply equipments shall be issued later on.

- FMS staff shall maintain the overall housekeeping at all MV Switchgear Room (P01), DG area (P04) and Transformer room (P05).
- FMS staff shall update Traction power controller at OCC/CMRL supervisor regarding any abnormalities (observed physically/audibly/visually) in MV equipments.
- FMS staff shall record and maintain reading of MV panels, Transformers and DG set in format prescribed by CMRL and provide data when ever requested by Traction power controller at OCC, CMRL supervisor and officials.
- All switching operations of MV switchgear equipments shall be done from OCC through SCADA. FMS shall operate the MV switch gear panels and Transformers if instructed by Traction power controller/CMRL supervisor/Officials.
- FMS staff shall do trouble shooting in case of any problem under direction of CMRL engineer/TPC

Power supply equipments at Receiving Substation.

Receiving substation receives power from TANGEDCO at 110kV voltage level and steps down to 33kV and 25kV for auxiliary and traction purpose. Auxiliary power is distributed to each passenger station through 33kV ring network and traction power is feed to OHE.

Maintenance schedule for Equipments at RSS are as follow.

Sno	Item	Type	quantity	Daily	Weekly	Bi weekly	Monthly	quarterly	Half yearly	Annual
1	110kV GIS	Siemens make 8DN8 GIS type	7 bays	Visual	Nil	Nil	Nil	Yes	Yes	Yes
2	CRP for 110kV GIS		7 bays	Visual	Nil	Nil	Yes	Yes	Yes	Yes
3	Auxiliary Transformer	110/33kV, 3Φ 31.5/40MVA	2	Visual	Nil	Nil	Yes	Yes	Yes	Yes
4	RTCC		2	Visual	Nil	Nil	Yes	Yes	Yes	Yes
5	NGR	20Ω	2	Visual	Nil	Nil	Nil	Yes	Yes	Yes
6	Traction Transformer	110/27kV, 1 Φ 30/42MVA	2	Visual	Nil	Nil	Yes	Yes	Yes	Yes
7	RTCC		2	Visual	Nil	Nil	Yes	Yes	Yes	Yes
8	Transformer fire suppression system	CTR make, N2 gas flooding system	4	Visual	Nil	Nil	Nil	Yes	Yes	Yes

9	25kV GIS (TSS)	Siemens make 8AD11-GIS Type	7 bays	Visual	Nil	Nil	Nil	Yes	Yes	Yes
10	33kV panels (AMS)	Siemens make 8BK80	6 bays	Visual	Nil	Nil	Yes	Yes	Yes	Yes
11	ACDB			Visual	Nil	Nil	Yes	Yes	Yes	Yes
12	Battery charger	HBL make Boost cum float charger with DVR and DCDB		Visual	Nil	Yes	Nil	Yes	Yes	Yes
13	Battery bank	NiCd, 110V (85 cells), 305 AH		Visual	Nil	Yes	Nil	Nil	Nil	Yes
14	Dry type transformer	33/0.415KV , 200kVA	1	Visual	Nil	Nil	Yes	Yes	Yes	Yes
15	Diesel generator	Sudhir make 100kVA	1	Visual	Yes	Nil	Nil	Yes	Yes	Yes
16	110kV cables			Nil	Nil	Nil	Yes	Nil	Nil	Yes
17	33kV cables			Nil	Nil	Nil	Yes	Nil	Nil	Yes
18	25kV cables			Nil	Nil	Nil	Yes	Nil	Nil	Yes
19	EOT crane	3.5 T	1	Nil	Nil	Nil	Yes	Nil	Nil	Yes
20	AHU and A/C			Visual	Nil	Nil	Yes	Nil	Nil	Yes
21	Fire detection system			Visual	Nil	Nil	Yes	Nil	Nil	Yes
22	Panel gas flooding system	CO2 based		Visual	Nil	Nil	Nil	Nil	Nil	Yes

Check list for Maintenance schedule of above specified equipments shall be issued later on.

- FMS staff shall maintain the overall housekeeping at in substation premises
- FMS staff shall update Traction power controller at OCC/CMRL supervisor regarding any abnormalities (observed physically/audibly/visually) in MV equipments.
- FMS staff shall do trouble shooting in case of any problem under direction of CMRL engineer/TPC

Minimum Man Power Requirement For Six Elevated Stations and Cut & Cover Tunnel for MEP and Power system Equipment maintenance of ARSS & Stations

Sl. No	Designation of Staff	Requirement per shift	No. of Shifts (A,B,C,General)	Total requirement
1	Junior Engineer/ Electrical (JE)	1	1 (C)	1
2	Technician	3 Electrical	3 (Routine Shift)	15
		1 Mechanical	3 (Routine Shift)	
		2 Electrical	C	
		1 Electrical	General	
Total Manpower Requirement (MEP works and Power Equipment Maintenance in stations and ARSS)				16

Eligibility Criteria for JE's and Technicians:

S.NO	Name of the Post	No. of Man Power	Eligibility/ Qualification
1	JE (Electrical)	1	A candidate must possess Diploma in Electrical Engineering with at least 60% marks from a govt. recognized institute and having 'C' license holder with minimum three years experience in the relevant field of scope of work mentioned in the contract
2	Technician (Electrical)	12	A candidate must possess two years ITI trade certificate from the govt. recognized institute with 'B' License holder & minimum two years experience in the relevant field of scope of work mentioned in the contract
3	Technician (Mechanical)	3	A candidate must possess two years ITI trade certificate from the govt. recognized institute & minimum two years experience in the relevant field of scope of work mentioned in the contract

Age Limit: Age not exceeding 35 years above for all the above mentioned posts

Eye sight: 6/6 without Glasses and No colour blindness for all the above posts.

Language: For all the above posts, the candidate must possess adequate knowledge for reading and

writing in Tamil and English.

MINIMUM QTY'S REQUIREMENT OF TOOLS FROM CONTRACTOR:

S.NO	DESCRIPTION OF TOOLS AND CONSUMABLES REQUIRED	QTY
1	Portable Air Blower (Multi speed)	2
2	Portable Vacuum Cleaner (Small)	2
3	Tester	2
4	Screw Driver (Medium) (Star and Flat)	2
5	Sling Psychrometer	2
6	Cutting Pliers	2
7	Adjustable spanner (Medium)- 12"	2
8	Adjustable spanner (small)	2
9	Rough File (Flat & Half Round)	2
10	Smooth File (Flat & Half Round)	2
11	Pipe Wrench (18')	2
12	Pipe Wrench (24')	2
13	Double End Spanner set (6-32)	2
14	Cut Ring Spanner 36 mm	2
15	Ring spanner set (6-32mm)	2
16	Ladder 'A' Type (6 feet)	1 Each in Every station
17	Ladder 'A' type (Bigger size)	1 Each in Every station
18	LED Torch (Rechargeable)	2
19	Hacksaw Frame with Blades	2
20	Hammer (2 Pounds)	2
21	Hammer (4 Pounds)	2
22	Chisel (Flat and Point)	2
23	Monkey Spanner (Medium)	2
24	Torque wrench - Ratchet set	2
25	Allen Key set (Both Inches & mm)	2 sets
26	Grip Plier	2

27	Nose Plier	2
28	Infrared Temperature Gun	2
29	Multimeter	2
30	Lux meter	2
31	Anemometer	2
32	Torch Light	2
33	Tool Box or Bag	2
34	Drilling Machine kit	2
35	Insulation Tester (Megger) (0-1000 Volts)	2
36	Earth Tester	2
37	Crimping Tools (Up to 300 Sq.mm)	2
38	Clamp Meter (0-300 A)	2
39	Soldering Iron Test	2
40	CRC Spay	As Required
41	Ratchet Set	2
42	Electrical Safety Gloves (Up to 11 KV)	As Required
43	Hydrometer	2
44	Cleaning waste cloth	As Required

Sl. No.	Station Name	Level	Area (Sq.m)	Connected Load (Approx)	Transformer details	DG details	UPS Details	MVSGR Panel	LVSGR Panel	HVAC Details	Fire Detection Details	Fire Fighting Details	Domestic Water Pump	EARTH PIT/EARTH MAT
1	Little Mount	Street		651.44Kw	2 X 400 KVA (Make - Electromechanica)	1 X 250 KVA (Make-Sudhir Gensets)	2 X 40 KVA (Make-socom ac)	Panel Make-Siemens	TRICOLITE (Schneider)	36HP-VRV system- (Make -Daikin)	Edwards/ equivalent Make Detectors			10 no pits,1 earth mat,(lift/escalatore -pit -1no)
		Concourse												
		Platform												
2	Guindy	Street		557.64kw	2 X 400 KVA (Make - Electromechanica)	1 X 250 KVA (Make-Sudhir Gensets)	2 X 60 KVA (Make-socom ac)	Panel Make-Siemens	TRICOLITE(Schn eider)	54 HP-VRV system- (Make -Daikin)	Edwards/ equivalent Make Detectors	fire pumps: Wilo//equivalent Make		10 no pits,1 earth mat,(lift/escalatore -pit -1no)
		Concourse												
		Platform												
	Nanganallur Road	Street		557.64Kw	2 X 400 KVA (Make - Electromechanica)	1 X 250 KVA (Make-Sudhir Gensets)	2 X 40 KVA (Make-socom ac)	Panel Make-Siemens	Panel Make-TRICOLITE(Schn eider)	30 HP-VRV system- (Make -Daikin)	Edwards// equivalent Make Detectors	FM-200-Kidee/simens /equivalent	Panel Flooding system	10 no pits,1 earth mat,(lift/escalatore -pit -1no)
		Concourse												
4	St.Thomas Mount	Street		944.6kw	2 X 630 KVA (Make - Electromechanica)	1 X 320 KVA (Make-Sudhir Gensets)	2 X 60 KVA (Make-socom ac)	Panel Make-Siemens	Panel Make- PCE (ABB	104 HP-VRV system- (Make-LG)	Notifier/ equivalent Make Detectors		Groundfos/ make pumps	10 no pits,1 earth mat,(lift/escalatore -pit -1no)
		Concourse												
		Platform												
5	Meenambakam	Concourse		858.61Kw	2 X 630 KVA (Make - Electromechanica)	1 X 500 KVA (Make-Sudhir Gensets)	2 X 60 KVA (Make-socom ac)	Panel Make-Siemens	Panel Make- PCE (ABB)	HP-VRV system- (Make -LG)	Notifier/ equivalent Make Detectors			10 no pits, 1 earth mat (Lift/ Escalator)- Pit-1 No)
		Concourse												
		Platform												
6	Chennai Airport Station	Street		814.6kw	2 X 630KVA (Make - Electromechanica)	1 X 380 KVA (Make-Sudhir Gensets)	2 X 60 KVA (Make-socom ac)	Panel Make-Siemens	Panel Make- PCE (ABB	HP-VRV system- (Make -LG)	Notifier/ equivalent Make Detectors			10 no pits,1 earth mat,(lift/escalatore -pit -1no)
		Concourse												
		Platform												
7	CUT& COVER			(256.61+10 0.11 Kw)					Panel Make- PCE (ABB	-	Notifier/ equivalent Make Detectors			

AMC details OF MEP Equipment's

AMC of major MEP equipments proposed by CMRL is as follows (which should be done as per OEM recommendation). Annual Maintenance Contract will be given By CMRL & coordination with AMC Vendors / Contractors and day to day execution shall be the responsibility of FM agency.

1. DG sets which includes engines, alternators, AMF cum synchronization panels, fuel pumps, batteries and other accessories at SIX elevated stations & CUT and COVER TUNNEL .
2. UPS Including Battery System at SIX elevated stations & CUT and COVER TUNNEL.
3. BMS complete including hardware and software accessories etc. Also software up gradation if required at SIX elevated stations & CUT and COVER TUNNEL.
4. Fire detection & alarm system including panels, all hardware/software and accessories at SIX elevated stations & CUT and COVER TUNNEL.
5. VRF system at SIX elevated stations & CUT and COVER TUNNEL
6. Fire pumps.
7. LT panels.
8. Tunnel Ventilation system.
9. Lift and escalators.
10. FM 200 (gas flooding system).
11. Panel Flooding system.

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PART B

ARSS

PART B ARSS

MAINTENANCE of ARSS Substations by diploma holders

1. Scope of the work

- a. The contactor shall provide skilled Engineer (Diploma holder) and technician (ITI holder) for manning of CMRL 110/33/25kV Receiving Substations of CMRL at Alandur.

2. Substation Description

- a. Substation is 110kV/33kV/25kV receiving cum Traction substation. Substation with 110kV GIS with CRP, two number of 3 phase, 110/33kV 31.5/40MVA Auxiliary Transformer with RTCC, Two numbers of 1 phase, 110/27kV 30/42MVA Traction Transformer with RTCC, 33kV switch gear panels, 25kV GIS, 33/0.415 kV 200kVA dry-type Transformer, ACDB, 100kVA DG set, battery, RTU for SCADA communication and other subsystems like fire alarm, Transformer fire suppression, panel gas flooding system etc.
- b. Safety
 - i. The personals engaged for manning shall have undergone fire safety training, First Aid Training and Electrical Safety Training at reputed institutions/organization with a valid certificate. The same shall be renewed regularly it falls on the scope of the contractor.
 - ii. All personal protective equipments for the personals engaged in the manning are to be provided individually for everyone.
 - iii. All personals engaged in manning shall be provided with formal uniform suitable for electrical substation.
- c. Damage and Interference
 - i. The personals engaged in manning are responsible for general up keeping of equipments available in RSS and should not cause any damage to the equipments intentionally. Any damage to equipments caused due to any reasons has to be informed to the concern authorities now and then.
 - ii. If the employer comes to know any damages to the equipments are installations caused by the personals engaged in manning shall be liable for penalising.
 - iii. No equipments shall be operated/modified by the personals engaged without the knowledge of competent employer's representatives (TPC/JE-power supply of CMRL).
- d. Appointment/ suitability of manning personal
 - i. Each substation shall be manned 24X7 in three shifts.
 - ii. Contractor shall nominate sufficient number of personals with a minimum of 2 years' experience in substation Manning/Testing & commissioning not less than 33kV voltage level with Diploma in Electrical & Electronics Engineering.
 - iii. The nominated person shall possess adequate knowledge in Tamil to Read, Write and Understand.
 - iv. The CV of personals nominated shall be forwarded with following details
 1. SSLC
 2. Diploma certificate
 3. Medical certificate (Should comply –A3 level fitness)
 - a. A-3 -Physically fit in all respects. Visual Standards - Distance Vision: 6/9, 6/9 with or without glasses. Near Vision: Sn: 0.6, 0.6 with or without glasses. Colour Vision, Binocular Vision, Field of Vision & Night Vision must be present.
 4. Experience certificate in relevant field

- v. The personals nominated shall be tested for their knowledge and suitability by CMRL competent authority and to be certified fit for engaging in manning Duty by CMRL officials.
- vi. The personal engaged in manning shall not be demobilised/Relieved without the knowledge of CMRL without prior notice.
- vii. The personals engaged in manning shall be demobilised by the contractor if CMRL feels to fit to remove the person due to justified reasons. And suitable reliever shall be nominated immediately without affecting any of the manning duties.
- viii. The contractor should have adequate trained man power in reserve to meet any unexpected withdrawal of manpower on their own/medical account, in account of rest giver & leave reserve.

e. Duties of manning personal

Personals involved in manning duty shall execute the following during daily duty

- i. Proper handing over and taking over of shift are to be maintained, recorded and the persons handing over and taking shall report to TPC.
- ii. Shall take reading from all the equipments in substation in the format and frequency specified by the CMRL.
- iii. Shall supervise the house keeping staff and keep the substation clean
- iv. Shall visually inspect the entire substation building (Civil) and rectify any minor issues with knowledge of CMRL Engineer and may report the major issues to CMRL Engineer.
- v. Shall inspect all cable trenches weekly once
- vi. Shall protect the Receiving substation premises from unauthorized personals
- vii. Shall inspect the Transformer yard twice in a shift and report any abnormalities observed.
- viii. Shall switch on the lighting/AHU whenever required
- ix. Shall regularly check the outdoor cable trench and cellar room for any water ingress and shall remove it with pumps if required.
- x. Shall monitor, record, observe and inform the abnormalities observed as below but not limited to:
 - 1. 110kV GIS
 - a. Gas pressure in all 110kV chambers
 - b. Any noise
 - c. Any indication problem
 - d. Any alarm
 - 2. Cable cellular
 - a. Any dislocation of cable
 - b. Any smoke & smell
 - 3. 33kV switchgear
 - a. Any Noise
 - b. Any smoke or smell from panel and cable trench
 - c. Any abnormal vibration
 - d. Any abnormal heating
 - e. Any indication problem
 - f. Any protection pickup
 - 4. 25kV GIS
 - a. SF6 Gas pressure

- b. Any Noise
 - c. Any smoke or smell from panel and cable trench
 - d. Any abnormal vibration
 - e. Any abnormal heating
 - f. Any indication problem
 - g. Any protection pickup
- 5. Power Transformers (AT & TT)
 - a. Oil level& leakage
 - b. Tap position
 - c. Noise level
 - d. Alarms
 - e. Fan conditions
 - f. Alarm in Fire suppression system
 - g. Silica Gel
 - h. WTI & OTI
 - i. LA readings
- 6. Dry Type Transformer
 - a. Any Noise
 - b. Any smoke or smell
 - c. Winding temperature
- 7. ACDB
 - a. Any Noise
 - b. Any smoke or smell
 - c. Any replay pickup
- 8. DG
 - a. Periodical auto start check
 - b. Diesel level monitoring
 - c. Ignition battery voltage
 - d. Diesel leakage
 - e. Diesel valve position
 - f. Any alarms in AMF panel
- 9. Battery & battery charger
 - a. Battery voltage
 - b. Specific gravity
 - c. Electrolyte spillage and leakage
 - d. Terminal connection
 - e. Alarms and indication in Charger
 - f. Problems Air-conditioning Units
 - g. Problems in UPS
- 10. CRP, RTCC, RTU and SCADA terminal
 - a. Any alarm and indication problems
 - b. Any protection pickup
 - c. Error in relays
 - d. Problems in SCADA terminals
 - e. Problems Air-conditioning Units
 - f. Problems in SCADA
- 11. Any other Civil and MEP defects
 - a. fire alarm system, motorized rolling shutter, motorized door etc
- xi. Shall trouble shoot in case of any problem under direction of CMRL engineer/TPC

- xii. Removal of vegetation from transformer yard and substation premises regularly.
- xiii. Shall follow up any AMC contract of substation equipments if any awarded.
- xiv. Shall under take following maintenance activities
 1. AC & AHU filter cleaning
 2. Light fitting
 3. Fan fittings
 4. Motorized Doors/ shutters
 5. EOT crane
- xv. Shall operate switchgears only under instruction of CMRL engineer/TPC. (normally all operations are done through SCADA)
- xvi. Draining of water from Cable trenches, if need be.

MINIMUM MAN POWER REQUIREMENT FOR ALANDUR RECIVING SUB STATION (ARSS):

FOR ALANDUR RECIVING SUB STATION(ARSS)				
Sl. No	Designation of Staff	Requirement per shift	No. of Shifts	Total requirement
1	Junior Engineer (JE)	1	3	3
2	Technician	Nil	Nil	0
Total manpower requirement (ARSS)				3

Eligibility Criteria for JE's and Technicians:

S.NO	Name of the Post	No. of Man Power	Eligibility/ Qualification
1	JE (Electrical)	3	A candidate must possess Diploma in Electrical Engineering with at least 60% marks from a govt. recognized institute and having 'C' license holder with minimum three years experience in the relevant field of scope of work mentioned in the contract

Age Limit: Age not exceeding 35 years above for all the above mentioned posts

Eye sight: 6/6 without Glasses and No colour blindness for all the above posts.

Language: For all the above posts, the candidate must possess adequate knowledge for reading and writing in Tamil and English.



**PART C-DEPOT
MAJOR AND
MINOR
MACHINES**

Part –C Maintenance service for Depot minor machines of Koyambedu depot

Scope of work:

The contractor shall provide the maintenance service such as daily, weekly, monthly, quarterly, half yearly, yearly for the following list of minor machines of Koyambedu depot including supply of spare parts, consumables etc.

SI.NO	ITEM NO	DESCRIPTION OF EQUIPMENT	UNIT	QTY.
1	K1	EOT CRANE (20KN)	NO	1
2	K2	EOT CRANE (30KN)	NO	1
3	K3	EOT CRANE (30KN)	NO	1
4	K4	EOT CRANE (200KN/50KN)	NO	4
5	K5	EOT CRANE (50KN)WITH 4-LEGGED SLINGS	NO	1
6	K6	MONORAIL HOIST WITH SLINGS(4T)	NO	1
7	K7	SYNCHRONISED MOBILE LIFTING JACKS(SET OF 4) -15T	SET	6
8	K8	SYNCHRONISED MOBILE LIFTING JACKS(SET OF 5) - 25T	SET	1
9	L-1	RERAILING EQUIPMENT (SET)	SET	1
10	L2	BOGIE TESTING UNIT	NO	1
11	L3	BOGIE MANIPULATOR	NO	1
12	L5	BOGIE PUSHER	NO	1
13	L8	ROLLER BEARING CLEANING PLANT	NO	1
14	L9	AXLE BOX CLEANING PLANT	NO	1
15	K10	PLATFORM TRUCK	NO	2
16	K12	PALLET TRUCK(BATTERY)	NO	2
17	K13	MOBILE ELEVATED PLATFORMS (BATTERY)	NO	6
18	M22	BEARING EXTRACTOR	NO	1
19	M10	PILLAR DRILLING MACHINE	NO	1
20	M11	PEDESTAL GRINDER	NO	1
21	M15	HOT WATER JET SPRAY	NO	1
22	M21	MAGNETIC CRACK DETECTOR	NO	1
23	M25	INDUSTRIAL VACCUM SWEEPER	NO	1
24	K9	FORKLIFT TRUCK	NO	4
25	M4	STATIONARY AIR COMPRESSORS WITH ACCESSORIES	NO	2

Maintenance plan to be executed by contractor

Sl.no	DESCRIPTION OF EQUIPMENT	UNIT	QTY	D	W	M	Q	H Y	Y	E2Y	E3Y	E4Y
1	EOT CRANE (20KN)	NO	1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2	EOT CRANE (30KN)	NO	1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3	EOT CRANE (30KN)	NO	1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4	EOT CRANE (200KN/50KN)	NO	4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5	EOT CRANE (50KN)WITH 4- LEGGED SLINGS	NO	1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
6	MONORAIL HOIST WITH SLINGS(4T)	NO	1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
7	SYNCHRONISED MOBILE LIFTING JACKS(SET OF 4) -15T	SET	6			<input type="checkbox"/>	<input type="checkbox"/>					
8	SYNCHRONISED MOBILE LIFTING JACKS(SET OF 5) - 25T	SET	1			<input type="checkbox"/>	<input type="checkbox"/>					
9	RERAILING EQUIPMENT (SET)	SET	1			<input type="checkbox"/>	<input type="checkbox"/>					
10	BOGIE TESTING UNIT	NO	1		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
11	BOGIE MANIPULATOR	NO	1									
12	BOGIE PUSHER	NO	1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
13	ROLLER BEARING CLEANING PLANT	NO	1			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
14	AXLE BOX CLEANING PLANT	NO	1			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
15	PLATFORM TRUCK	NO	2		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>				
16	PALLET TRUCK(BATTERY)	NO	2			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
17	MOBILE ELEVATED PLATFORMS (BATTERY)	NO	6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
18	BEARING EXTRACTOR	NO	1			<input type="checkbox"/>						
19	PILLAR DRILLING MACHINE	NO	1				<input type="checkbox"/>					
20	PEDESTAL GRINDER	NO	1				<input type="checkbox"/>					
21	HOT WATER JET SPRAY	NO	1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
22	INDUSTRIAL VACCUM SWEEPER	NO	1		<input type="checkbox"/>							
23	PALLET TRUCK(MANUAL)	NO	5			<input type="checkbox"/>		<input type="checkbox"/>				
24	FORKLIFT TRUCK	NO	4	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
25	STATIONARY AIR COMPRESSORS WITH ACCESSORIES	NO	2	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Responsibility of contractor in machine maintenance:

1. The contractor has to carry out the maintenance as per above specified maintenance plan given for each and every machine and submit the maintenance report to CMRL duly signed by contractor and JE/DM after execution of work.
2. Maintenance shall be performed by trained and certified persons having available the appropriate servicing manual, the proper types of tools, consumables, spares etc.
3. All labour, tools, machinery, equipment, consumables, transport etc., required for execution of the maintenance work is in contractor's scope.
4. The contractor shall do trouble shooting in case of any problem reported to him via phone, mail etc from CMRL at the earliest.
5. The contractor shall coordinate with the designated engineer at CMRL (JE/DM) for all matters regarding execution of the maintenance work like machines availability, site access etc.
6. JE/DM shall carry out the inspection of the maintenance work which done by the contractor at any point of time. Any feedback given by JE/DM shall be observed and necessary action to be taken by the contractor immediately.
7. If maintenance work gets postponed due to un-avoidable reasons by the contractor which need to be intimated to JE/DM at the earliest with the date & time when this pending maintenance activity will be completed.
8. After completion of maintenance works, site & machine need to be restored to its original position by the contractor. Proper intimation to be given to JE/DM after completion of work.
9. The applicable rules and procedures of Koyambedu depot shall be duly followed by the contractor at any point of time. Violation on this is highly punishable.
10. The detailed monthly/yearly maintenance plan shall need to be prepared by the contractor with coordination of JE/DM at the end of the month for the next month. Proper approval shall be obtained from AM/RS on this before commencing the maintenance work.
11. The contractor shall ensure that proper safety precautions are taken for the labour engaged and all safety measures are followed as per sound industry practice.
12. The contractor shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any

circumstance. It will be responsibility of the contractor to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the CMRL property.

13. The contractor shall be responsible for any injury/disablement/death to labour supplied. Whether such injury or damages arises from carelessness, accident or any other cause whatsoever, and CMRL shall in no way be connected or responsible for any claims in this regard
14. In case of failure of contractor to attend any maintenance, CMRL reserves the right to get the work done through any other agency and cost so incurred will be deducted from the contractor's bill/s.
15. If any damage to any equipment's and allied accessories occurred due to improper maintenance or Negligence in workmanship, the parts/spares will be replaced by the contractor immediately free of cost.
16. All personnel employed by the contractor shall be medically fit and having good health.
17. Check list for Maintenance schedule of above specified machines shall be issued later on.

**Minimum Man Power Requirement for Depot Machine Maintenance:
Eligibility Criteria for JE's and Technicians:**

S.NO	Name of the Post	No. of Man Power	Eligibility/ Qualification
1	JE (Mechanical)	01	A candidate must possess Diploma in Mechanical Engineering or equivalent at least 60% marks from a govt. recognized institute with minimum two years' experience in the relevant field of scope of work mentioned in the contract
2	JE (Electrical)	01	A candidate must possess Diploma in Electrical Engineering or equivalent at least 60% marks from a govt. recognized institute with minimum two years' experience in the relevant field of scope of work mentioned in the contract
3	Technician (Fitter)	05	A candidate must possess two years ITI fitter trade from a govt. recognized institute with minimum two years' experience in the relevant field of scope of work mentioned in the contract.
4	Technician (Electrician)	04	A candidate must possess two years ITI electrician trade from a govt. recognized institute with minimum two years' experience in the relevant field of scope of work mentioned in the contract.

Job profile:

The job profile of Junior Engineer includes daily supervision, troubleshooting and maintenance of various depot major and minor machines such as Diesel shunting locomotive, Under floor wheel lathe, Rail cum road vehicle, Train wash plant, Bogie wash plant, EOT cranes, Forklifts, Platform trucks, Air compressors,

scissor lifts, Battery Operates pallet trucks, re railing equipments, Roller bearing cleaning plant, etc., and depot machine activities in shift duty including night shift.

The job profile of Technicians pertains to direct repair, service, maintenance, troubleshooting as well as assisting maintenance of various depot major and minor machines in shift duty including night shift.

Age Limit: Age not exceeding 30 years above for all the above mentioned posts

Eye sight: 6/6 without Glasses and No colour blindness for all the above posts.

Language: For all the above posts, the candidate must possess adequate knowledge for reading and

writing in Tamil and English.

Minimum Man power requirement of JE`s and Technicians- Depot Machines Maintenance

Sl.no	Designation	Shift			
		General Shift	I shift	II shift	III shift
1	Junior Engineer	1	-	-	1
2	Technician	3	2	2	2

I Shift 0700 to 1300 hrs

II shift 1300 to 2100hrs

III Shift 2100 to 0700 hrs

Total Minimum manpower required:

Sl.no	Designation	No of Requirement
1	Junior engineer (1 No Mechanical, 1No Electrical)	2
2	Technician (5No fitters,5No Electrician ,1No Plumber , 1No Welder)	9
Total Manpower Requirement		11 No's



PART-D

SIGNALING

Part –D Requirement of FMS staff for Signaling

Total: 17

ITI/Mechanical fitter: 07

ITI/Electrical/Electronics: 10

Male candidates

ITI Mechanical/Fitter	
1	Carry out operation and maintenance both preventive and corrective maintenance (under supervision) of electromechanical devices.
2	Independently able to handle mechanical tools for the various activities involved with maintenance.
3.	Working knowledge of basic workshop activities including welding.
4	Medical fitness: As required for Signalling technicians
5	Languages English (to read, write), Tamil (read, write, speak)
6	Ability to work odd hours
7	Able to record and report failures and update all maintenance checklists.
ITI /Electrical/Electronics	
1	Carry out operation and maintenance of electro-mechanical and electronic systems (under supervision) like replacement of cards, assemblies, functioning of fans, and replacement of dust filters.
2	Independently able to assess the visual indications provided on various electronic equipment and report status.
3	Independently able to handle electronic testers like multimeters, earth resistance meters, insulation tester for measurement of voltage, current, frequency.
4	Independently able to handle mechanical tools for the various activities involved with maintenance.
5	Independently able to interpret drawings like equipment, cable layout and wiring.
6	Independently able to interpret error messages from the diagnostic PC and report.
7	Ability to work in systems operating on High voltage.
8	Working knowledge of MS windows or menu driven operations.
9	Medical fitness: As required for Signalling technicians.
10	Able to record and report failures and update all maintenance checklists.
11	Languages English (to read, write), Tamil (read, write, speak)
12	Ability to work odd hours

Minimum manpower for Technicians in STAGE 1 ,DEPOT & 1A Signalling Department

STAGE -1		
Location	Shift	Man Power Requirement
Depot	A	0
	B	1
	C	0
ATP	A	1
	B	0
	C	1
MAIN LINE	A	1
	B	0
	Night Gang C1	1
	Night Gang C2	1
RG/LR		2
SUB TOTAL STAGE1		8

STAGE -1A		
Location	Shift	Man Power Requirement
ATP	A	1
	B	0
	C	1
MAIN LINE	A	1
	B	1
	Night Gang C1	2
	Night Gang C2	
RG/LR		3
SUB TOTAL STAGE1A		9

STAGE -1, DEPOT & STAGE 1A : MINIMUM MAN POWER REQUIREMENT FOR (SIGNAL equipments) Manpower requirement		
1	Technician (Stage 1 & DEPOT)	8
2	Technician (Stage 1A)	9
Total		17

PART-E

AFC &

TELECOM

Part –E :AFC and Telecom Maintenance Personnel – Scope and Responsibilities

1. Scope of the Work:

- a. The contractor shall provide the semi-skilled technician (ITI SSLC holders – Electronic Trade) for Telecom/AFC Equipment Maintenance activities.

2. Description:

- a. CMRL station premises having Automatic Fare Collecting Equipments like Automated Gate (AG), Ticket Vending Machine (TVM), Add Value Machine (AVM), Ticket Office Machine (TOM), Excess Fare Office (EFO), Ticket Reader (TR), Station Computer (SC) Server, SC workstation, Emergency Control Panel (ECP), Emergency Push Button (EPB) and their Network switches and Electrical Cabinets located in various locations are to be maintained properly to ensure the Automated fare collection system works without interruption in passenger service.
- b. CMRL has various Telecom subsystems like Closed Circuit Television (CCTV), Driver Only Operated CCTV (DOO CCTV), Office Telephone system, Operational Telephone system, Synchronous Digital Hierarchy (SDH), Metropolitan Area Network (MAN), Tetra Radio System, Access Control and Intruder Detection System (ACID), Passenger Information Display System (PIDS), Public Address and Voice Alarm (PAVA) Integrated Control and Management System (ICMS), Mechanical Electrical – supervisory control and data acquisition system (M&E SCADA), Local Area Network (LAN), Master Clock System (MCS), Voice Recording System (VRS) which are located in various stations, Admin building and Depot premises. These are to be properly maintained to ensure the safe and comfortable journey to the passengers.

c. Safety:

- i. The personnel engaged for manning shall have undergone fire safety training, First Aid Training and electrical safety training at reputed institutions/organization with a valid certificate. The same shall be renewed regularly.
- ii. All protective equipment for the personnel engaged in the manning are to be provided individually for everyone.
- iii. All personnel engaged in manning shall be provided with formal uniform suitable for Maintainers support in the stations.

d. Damage and Interference

- i. The personnel engaged in manning are responsible for general up keeping of equipment available in stations and should not cause any damage to the equipment intentionally. Any damage to equipments caused due to any reasons has to be informed to the concern authorities now and then.
- ii. If the employer comes to know any damages to the equipments are installations caused by the personnel engaged in manning shall be liable for penalizing.
- iii. No equipment shall be operated or modified by the personnel engaged without the knowledge of competent CMRL representatives (JE – Telecom/AFC of CMRL)

e. Appointment/suitability of manning Personnel

- i. Contractor shall nominate sufficient number of personnel with a minimum of 2 years of experience in electronic systems/computer servicing with basic technical qualification
- ii. The nominated person shall possess adequate knowledge in Tamil and English to read, write and understand.
- iii. The CV of Personnel nominated shall be forwarded with following details
 1. SSLC,
 2. ITI or any technical experience
 3. Medical certificate (should comply – A3 level fitness)
 - a. A-3 –Physically fit in all respects. Visual standards – distance Vision: 6/9,6/9 with or without glasses. Near Vision: Sn: 0.6, 0.6 with or without glasses. Colour Vision, binocular vision, Field of vision & Night Vision must be present.
 4. Experience certificate in the relevant field.
 5. Age. (Not Exceeding 25 Years)
- iv. The personnel nominated shall be tested for their knowledge and suitability by CMRL competent authority and to be certified fit for engaging in manning Duty by CMRL officials.
- v. The Personnel engaged in manning shall be demobilized by the contractor if CMRL feels to fit to remove the person due to justified reasons. And suitable reliever shall be nominated immediately without affecting any of the manning duties.
- vi. The contractor should have adequate trained man power in reserve to meet any unexpected withdrawal of manpower on their own/medical account, in account of rest giver & leave reserve.
- vii. The personnel should have to work in shifts based on requirement.

f. Duties of manning Personnel.


Personnel involved in manning duty shall execute the following during daily duty

- i. Proper handing over and taking over of shift are to be maintained, recorded and the persons handing over and taking over shall report to NMR/CSS
- ii. Shall take reading from all the equipments in station in the provided format and frequency specified by the CMRL.
- iii. Shall supervise the house keeping staff and keep the AFC Equipment, Telecom Equipment, CER Room and Maintenance Room to be clean and tidy.
- iv. Shall visually inspect the entire station telecom/AFC equipment and rectify any minor issues with knowledge of CMRL engineer and may report the major issues to CMRL engineer
- v. Shall inspect all cable trays, Cable trenches, Cable shaft weekly once
- vi. Shall protect the CER from the unauthorized Personnel entry.
- vii. Shall inspect and the switch on the AFC equipments whenever required and same to be kept switched off whenever not required as per the instructions from CMRL engineers.
- viii. They shall do routine inspection of following,

1. ACDB
 - a. Any Noise,
 - b. Any Smoke or Smell
 2. Battery Back up
 - a. Battery Voltage,
 - b. Electrolyte spillage and leakage,
 - c. Terminal connection
 - d. Alarms and indications in charger
 - e. Problems in Air conditioning
 3. All Telecom and AFC Systems provided in the station
 4. All other civil and MEP defects related are affecting Telecom/AFC equipment.
- ix. Shall troubleshoot in case of any problem under direction of CMRL Engineer/NMR.
- x. Shall follow up any AMC contract of Telecom/AFC equipments if any awarded
- xi. Shall under take following maintenance activities.
1. AFC – AG internal Cleaning, visual inspection, ensure proper termination/fixture of modules and lubricating the Flap motors.
 2. AFC – TVM Bill unit internal cleaning, coin module internal cleaning, Token module internal cleaning, visual inspection, ensure proper termination/fixture of modules etc.
 3. AFC – AVM Bill unit internal cleaning, visual inspection, ensure proper termination/fixture of modules
 4. AFC – TOM/EFO TIU unit internal cleaning, external cleaning of ECU, Power module, visual inspection, ensure proper termination/fixture of modules
 5. AFC – TR external surface cleaning.
 6. Visual inspection and ensure proper terminations in Electrical distribution panel/ Network switches.
 7. AFC – SCWS internal and external cleaning with proper tools.
 8. AFC – and other maintenance activities planned by Engineer – Telecom/AFC.
 9. Telecom – External Surface Cleaning of various Telecom equipment (Viz. PIDS, CCTV, Displays, PAVA speakers, Clocks, telephones and other field devices).
 10. Telecom – CER Equipment external surface cleaning of Equipment in Communication Equipment room.
 11. Other maintenance activities planned by Engineer – Telecom/AFC.

STAGE -1& STAGE 1A : MINIMUM MAN POWER REQUIREMENT FOR (AFC & Telecom equipments) Manpower requirement

1	Technician(Stage 1)	2 (Night)	1	2
2	Technician(Stage 1A)	2 (Night)	1	2
		Total		4



PART –F
IT (INFORMATION
TECHONOLOGY)

**PART –F INFORMATION TECHNOLOGY(IT) Support Engineer
(JE) - Scope and Responsibilities**

1. Description:

CMRL has various IT Equipment's Hardware/ Software, Windows 2008 AD Server, L1/L2/L3

Switches, Local Area Network (LAN), Firewall, Video Conferencing, Audiovisual systems, which are located in various stations, Admin building and Depot premises. These are to be properly maintained in CMRL and reported to Manager IT.

2. Suitability of manning Personnel

- i. The contractor shall provide the Skilled System Support Engineers (JE cadres) with a minimum of 2 years of experience Diploma/ technical qualification holders from IT/CSE/Electronics for Managing and Maintaining Servers, Network Devices and other IT equipment/Computers in CMRL.
- ii. The personnel engaged for manning should have undergone at least any IT Systems training i.e. CCNA, MCSE/MCP, RHCE, N+ hardware etc.
- iii. The personnel nominated shall be tested for their knowledge by Manager IT
- iv. The Personnel engaged in manning shall be demobilized by the contractor if CMRL feels to remove the person due to justified reasons. And suitable reliever shall be nominated immediately without affecting any of the manning duties.
- v. The contractor should have adequate trained man power in reserve.
- vi. Any unexpected withdrawal of manpower on their own is not allowed without Consent from Manager IT.
- vii. The personnel should have to work in shifts based on requirement.

Network / Server support Engineer's Job description: - (IT department)

Network/Server support engineers required to attend basically user needs and System requirements in order to design, monitor, and maintain computer networks inside CMRL. To Manage and Maintain IT infrastructure of CMRL office up and working.

- Required Knowledge on Windows Domain Servers specialization, Active Directory, Windows/Linux Server Administration, , Enterprise Storage, Firewall, DMZ, Email server, Virtualization Vmware/Citrix, DHCP, DNS, HTTPS, CA etc.
- LAN / Wireless from the Admin building, RSS, Depot, OCC etc.
- Technical coordination for IT applications like ERP, E-office, DMS in CMRL
- IT support for AMCs of Computers/ Printers/ Servers & Network devices.
- Need to configure networks, remote access systems, computers, and periphery Equipment including faxes, copiers, and scanners into one system. Once the System is running, engineers monitor system performance to ensure that Demands are being met.

- Aside from setting up systems, network support engineers also monitor and Maintain computer systems troubleshooting networks, servers and routers, Local area networks and switches.
- To install or upgrade software and hardware. Other duties are responding to Technical inquiries, logging service and repair, creating manuals and guides, And training clients, staff,
- Setting up user accounts, permissions and passwords, Overseeing security of all systems, especially the internet.
- Technical support for people using the network, fixing faults & Network Maintenance
- Day to day monitoring of network usage, meeting IT industry standards
- Other works entrusted by Manager – IT

MINIMUM MAN POWER REQUIREMENT FOR INFORMATION TECHNOLOGY (IT) SYSTEM			
S.NO	CADRE	COUNT	SHIFT
1	Junior Engineers	2	General shift
2	Junior Engineers	1	General shift
3	Junior Engineers	1	General shift



PART-G
GENERAL
STORES

**PART-G GENERAL STORES SUMMARY JOB DESCRIPTION OF Technician
(Stores)**

The Store Keeper is to order, receive, store, and issue materials, supplies, tools, and parts and to maintain computerized inventory of stores available in the Depot warehouse.

JOB RESPONSIBILITIES OF A Technician (Stores)

- To receive, stock and issue materials, supplies, tools, parts and equipment.
- Verify store items received at depot against the purchase orders, count and inspect materials for damage or defects.
- Select proper storage areas and store items in bins, racks, shelves, floor or yard areas.
- Issue materials, supplies, tools, parts and equipment after obtaining proper records and requisitions.
- Enter and retrieve data of items available at depot from a computerized inventory control system.
- Track material usage and establish reorder points.
- Inspect supply of Fuel delivery and log the same in the register
- Muster store items on quarterly basis and update the inventory record.
- Perform weekly cycle counts, quarterly inventory, mid -year inventory, year-end inventory and physical inventory and prepare year-end inventory reports.
- Load and unload store items, using a forklift, hand truck, and other materials handling equipment.
- Operate a forklift, motor vehicle and other work related equipment.
- Maintain storage areas, shelves, and outside yard in a clean and orderly condition.
- Assign part numbers to materials through the computer system and perform clerical duties related to the storekeeping functions.

ESSENTIAL KNOWLEDGE

- Methods, techniques and practices of maintaining inventory.
- Methods and techniques used to maintain a safe working environment, including the safe operation of materials handling equipment.
- Methods and practices used in receiving, storing and issuing materials, supplies, tools, and equipment.
- Modern office equipment including word processing, database and spread sheet applications.
- Maintain a variety of supplies, tools, equipment and inventory.

Contd.at Page(2)

- Maintain complete and accurate records.
- Safely operate a forklift, motor vehicle and other work related equipment.
- Be on-call for and respond to after hours or emergency deliveries or orders
- Inspect materials and supplies for defects and damages

WORKING CONDITIONS: • Work is generally carried out in a warehouse environment with occasional work in an office setting and outdoors.

- Frequently climb, stoop, kneel, crouch, reach, stand and walk.
- Frequently push, pull, grasp and carry while walking. • Occasionally sit at a desk and in meetings for long periods of time.
- Frequently twist to reach equipment and perform simple grasping and fine manipulation to write and use keyboard and other office equipment.

Experience

Minimum two years of experience in maintaining and controlling inventory.

Education and Certification

- i. Any Diploma Holder .Possession of diploma in Material management is desirable
- li.Possession and maintenance of a valid Forklift Operation Certificate is desirable

MINIMUM MAN POWER REQUIREMENT FOR MATERIAL MANAGEMENT			
S.NO	CADRE	SHIFT	COUNT
1	Technician	General shift	2
		Total	2

PACKET A

TECHNO –COMMERCIAL BID –PACKET –A

Covering letter comprising the Bid

Dated:

To,
**Chief General Manager (EC),
Chennai Metro Rail Limited, Admin Building,
CMRL Depot, Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.**

Dear Sir,

1. With reference to your Bid Document for FMS-04-2016, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid along with the 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 Annexes is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
4. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by CMRL;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that CMRL may cancel the Bidding Process at any time and that CMRL is neither bound to accept any Bid that CMRL may receive nor to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with the Bid Document.
8. I/ We declare that we/any Member of the Consortium are not a Member of a/ any other Consortium submitting a Bid for the award of License for this contract
9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the Bid Document; we shall intimate CMRL of the same immediately.
10. I/We undertake to conduct third party audit by an independent agency every six months along with regular in-house audit.

11. 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.
12. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Packet-A of the Bid Document, are also enclosed.
13. 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.
14. 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.
15. 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.
16. The Earnest Money in the form of a Demand Draft / Banker's Guarantee of a Scheduled Bank approved by Reserve Bank of India is attached.
17. 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.
18. I/We agree to keep my/our Bid valid for 180 days from the Bid Due Date specified in the Bid Document.
19. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
20. 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/ Lead Member.

Date:

Place:

JOINT BIDDING AGREEMENT (To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“First Part”

which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“Second Part”

Which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“Third Part”

which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“Fourth Part”

which expression shall, unless repugnant to the context include its successors and permitted assigns)} the above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS:

- (A) CMRL has invited Bids by its Bid Document dated ----- (the “Document”) for submission of bids for the award of License for “Provision of Facility Management Services for stage 1A, cut & cover tunnel, ARSS and Signalling, AFC & Telecom (Stage 1& Stage 1A), Depot Machines, Information Technology, General Stores works of Depot at Koyambedu.
- (B) The Parties are interested in jointly bidding for the award of License as members of a Consortium and in accordance with the terms and conditions of the Document and other bid documents in respect of the award of License.
- (C) It is a necessary condition under the Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions** and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Document.

2. **Consortium:** The number of Parties will be shown here, as applicable, however subject to a maximum of four (four).

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process forward of the License.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the award of License, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the License, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a License Agreement with CMRL and for performing all its obligations as the Licensee in terms of the License Agreement for rendering the desired services desired under the License.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the License Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Third Part maybe the {Financial Member of the Consortium} and

(c) Party of the Fourth Part maybe the {Operation and Management Member of the Consortium}

(d) The roles can be interchanged among the parties, except the first party.

5. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the award of License and the services desired under the License in accordance with the terms of the Document and the License Agreement.

6. **Shareholding in the SPV**

5.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party*: * if available

Fourth Party*:

Strike out whichever is not applicable.

6.2 The Parties undertake that highest subscribed and paid up equity share capital of the SPV shall, at all times till three years or till the extended tenure of the license as the case may be from the date of commencement of the License, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of qualification for the award of the License in terms of the Document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of license or till the extended tenure of the license from the date of commencement of the License.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the License Agreement, in case the License is awarded to the Consortium. However, in case the Consortium is not awarded the License, the Agreement will stand terminated upon return of the Earnest Money by CMRL to the Bidder, as the case may be

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CMRL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of for and on behalf of
LEAD MEMBER by: SECOND PARTNER
(Signature) (Signature)
(Name) (Name)
(Designation)(Designation)
(Address) (Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members

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 / the Lead Member of our Consortium 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 at thirteen elevated stations (stage 1 & stage 1A), cut & cover tunnel, ARSS and Depot" for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all Bids and other documents and writings, participate in bidders and other conferences and providing information / responses to 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 and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the Powers hereby conferred shall and shall always be deemed to have been done by us.

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

For _____ (Signature, name, designation and address)

Witnesses:

(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.



POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

WHEREAS CHENNAI METRO RAIL LIMITED (CMRL) has invited Bids from interested parties for the “Provision of Facility Management Services for stage 1A, cut & cover tunnel, ARSS and Signalling, AFC & Telecom (Stage 1& Stage 1A), Depot Machines, Information Technology, General Stores works of Depot at Koyambedu., Whereas, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the award of License for “Provision of Facility Management Services at thirteen elevated stations (stage 1 & stage 1A), cut & cover tunnel, ARSS and Depot”, in accordance with the terms and conditions of the Bid Document dated _____ and other connected documents in respect of the award of License, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary Power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the award of the License and the execution of the License Agreement.

NOW THEREFORE KNOW ALL MEN BY THETSE PRESENTS

We, _____ having our registered Office at _____, M/s. _____ having our registered Office at _____, M/s. _____ having our registered Office at _____ and _____ having our registered Office at _____ (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. _____ having its registered Office _____ being one of the Members of the Consortium as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and in the event the Consortium is awarded the License, during the terms of the License and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds, or things as are necessary or required or incidental to the submission of its bid for the award of License, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with CMRL and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the award of License till the License Agreement is entered into with CMRL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds

and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

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

For _____
(Signature)

For _____
(Signature)

(Name and Title)
Title)

(Name and

Witness:

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay 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.

Wherever required, 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.

BANKER'S GUARANTEE FOR EMD

In consideration of the Chennai Metro Rail Limited (hereinafter referred to as **CMRL**) having agreed to accept from[here in after called "the said Tenderer(s)"] earnest money in the form of Guarantee Bond, under the terms and conditions of Tender No: FMS-04-2016 in connection with by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfilment of the contract on acceptance of the tender on production of a Bank Guarantee for **Rs.4,04,000.00 (Rupees Four Lakhs and four thousand only)**, payable at a designated Bank Branch located in Chennai. We,..... Bank Ltd., do hereby undertake to pay on demand to the CMRL, the sum of **Rs.4,04,000 (Rupees Four Lakhs and four thousand only)** in the event of the said tender having incurred of the forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender. We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that CMRL shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,..... Bank Ltd; lastly undertake not to revoke this guarantee during its currency except with the previous consent of CMRL in writing.

Dated.....day of

ForBank Ltd.

Applicant's legal name **Date**.....

For similar works as per eligibility clause at the price level on last day of month previous to the month the tender submitted (considering escalation as per eligibility Clause)

Specific Experience (shall be submitted separately for each work claimed for work experience)		
Contract Number of Work:-	Detail of work	
Contract Identification		
Award date		
Completion date		
Employees' Name		
Employees' Address:		
Telephone / Fax number: E Mail:		
Role in Contract (Individual/JV-JVA member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at as on date of tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at as on date of tender submission price level
Quantum of similar work.		In case of JV/JVA, actual works executed by the Applicant (duly substantiated with Client Certificate)

NOTE: 1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group JV/JVA, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

2. Separate sheet for each work along with Clients Certificate to be submitted.

Mandatory Information for Eligibility of the Bid

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

2. For JV / Consortium, all partners to provide the details

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 / Partnership Firm / Individual		
6	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business		
7	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. duly attested by Notary		
8	PAN of the Bidder (Please enclose the attested photocopy of PAN card issued by Income Tax Department)		
9	Service Tax / VAT Number of the Bidder (Please enclose the attested photocopy of Service Tax / VAT Registration Certificate issued by relevant authorities)		
10	PF Registration of the Bidder (Please enclose attested photocopy of Provident Fund Commissioner)		
11	Copy of licence under Contract Labour Act, 1970		
12	ESI Registration (Please enclose attested photocopy)		
13	Quality Certifications (ISO Certifications) available for bidders (Please enclose attested photocopy) Form Tech -2:		

14	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) Form Tech- 1:		
15	Profit and Loss statement for three years, viz.2012-13, 2013-14 and 2014-15 (Please enclose a statement duly certified by Chartered Accountant)		

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

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

2.For JV / Consortium; all partners to provide the details provide details of annual revenues for each head, as applicable, for the last 3 financial years.

 (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 Authorised Signatory
 Bidder's Seal

QUALITY CERTIFICATIONS

(Details of ISO Certifications for the companies/Firms held by the Bidder to be attached)

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: FMS-04-2016

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

Authorised Signatory

(Name)

Seal

Date:

Place:

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: FMS-04-2016

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

Authorised Signatory

(Name)

Seal

Date:

Place:

CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED

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

Seal of the Bidder

Signature:.....

Name of Authorised signatory:.....

INITIAL FILTER CRITERIA
(On Company's letter head {in member in case of consortium})

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

Sub: - Tender for Facility Management Services.

1 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.

2 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 fulfilment by the Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of _____ Licensee/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said Licensee (s) of any of the terms or conditions contained in the said Agreement.

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

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

4. We, _____ (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department 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. This Bankers Guarantee payable 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/Managing Partner, date& address of Contractor)

1. WITNESS : NAME & ADDRESS

2. WITNESS: NAME & ADDRESS

FINANCIAL BID (Packet – B)

FINANCIAL BID (To be submitted by the Bidder or the Lead Member of the bidding JV/Consortium, on their Letter Head)

To
**Chief General Manager (EC),
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.**

Sir,

SUB: FMS-04-2016TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS and DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING

- A. MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS) & STAGE 1A SIX ELEVATED STATIONS**
- B. MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS)**
- C. DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT**
- D. SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL**
- E. AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT**
- F. INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT**
- G. GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT**

We, the undersigned, offer to provide FACILITY MANAGEMENTSERVICES as above in accordance with your Document and our Techno-Commercial Proposal.

I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us.

I/We have duly signed on each page of the Bid Document.

I/We further certify that we are ready to provide2016TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT

- THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS and DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING
- A. MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS) & STAGE 1A SIX ELEVATED STATIONS**
 - B. MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS)**
 - C. DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT**
 - D. SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND**

- KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL
- E. AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT
- F. INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT
- G. GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT

Within the timeframe given by the CMRL and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.

I/We understand that CMRL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever. **And our annual quotes are as under:**

(In Indian rupees)

ACTIVITY	AMOUNT QUOTED ANNUALLY IN		Service Tax Exclusive of all other taxes @ 14.50%	Total annual quote including service Tax
	FIGURES	WORDS		
A) Salary of Junior Engineers per annum				
B) Salary of Technicians per annum				
C) Charges of providing tools per annum				

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

Note:

- i. Bids with overwriting, correction or insertion in the table above shall be attested by the signatory.
- ii. Elements of Service Tax should be shown separately by the Bidder.
- iii. Any statutory variation in Service Tax shall be borne by CMRL.
- iv. The total variation shall not exceed thirty percent (30%).

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address

EVALUATION CRITERIA

1. Opening and Evaluation of Bids

- a. CMRL shall open the Bids at 14:30hrs on Bid Due Date, at the place specified in the presence of the Bidders who choose to attend. However, Bid for which a notice of withdrawal has been submitted it shall not be opened and shall be returned to the bidders unopened.
- b. CMRL will subsequently examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Techno-Commercial as well as financial yardsticks indicated hereunder.
- c. To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2. Test of responsiveness

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

- (a) It is received as per formats (Packet-A) (Packet-B)
- b) It is received by the Bid Due Date including any extension thereof
- c) It is signed in all pages and, sealed.
- (d) It is accompanied by the Power(s) of Attorney as, as the case may be;
- (e) It contains all the information and documents (complete in all respects) as requested in this Document and/or Bidding Documents (in the formats same as those specified);
- (f) it contains a copy of the receipt for payment towards the cost of this Document .
- (g) It is accompanied by the receipt of Earnest Money of Rs.4,10,000.00 (Rupees Four Lakhs and Ten thousands only) (in the form of Bank Demand Draft drawn on any Scheduled Bank in India / by Bank Guarantee from a Scheduled Bank approved by Reserve Bank of India.
- (h) It does not contain any condition or qualification; and

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

3. Evaluation

Such bids which clear the 'test of responsiveness' at para above, will be called "responsive bids" and only "responsive bids" shall be considered for evaluation. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the delegation of powers decided by CMRL. No Bidder shall have the right to challenge the decision of the Committee.

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

4. Selection Process

The responsive bids shall be evaluated in the following manner:

- a. Scrutiny of bids for Minimum Eligibility. Such bids that meet with the eligibility criteria will be called “eligible bids”
- b. The eligible bidders will be evaluated techno-commercially.
5. Financial Bids will be opened for “techno-commercially qualified” bids only. The date, time and venue of opening of price bid will be intimated only to the “techno-commercially qualified bidders”.
6. After selection, a Letter of Award (the “LOA”) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within 15 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money of such Selected Bidder as mutually agreed genuine pre-estimated loss and damage suffered by CMRL on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible bidder may be considered. It is clarified that in case the Selected Bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of CMRL for a period of five (5) years.
7. After acknowledgement of the LOA as aforesaid by the Selected Bidder, The Licensee (Selected Bidder) shall be required to submit a Security Deposit as per Article 5 of the Master License Agreement
8. It shall then execute the License Agreement, as per Master License Agreement with CMRL within the period of 45days of the receipt of the LOA. The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.

MASTER LICENSE AGREEMENT

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:

- A. . CMRL has called for provision of **PROVIDING FACILITY MANAGEMENT SERVICES AT THIRTEEN ELEVATED STATIONS (STAGE1 & STAGE 1A), CUT & COVER TUNNEL, ARSS and DEPOT OF CHENNAI METRO RAIL LIMITED COMPRISING**
- (A) MAINTENANCE OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ACTIVITIES OF INSTALLATIONS IN STAGE 1-A SIX STATIONS AND CUT & COVER TUNNEL AND POWER SYSTEM EQUIPMENTS MAINTENANCE OF ALANDUR RECEIVING SUB STATION (ARSS) & STAGE 1A SIX ELEVATED STATIONS**
 - (B) MAINTENANCE OF ALANDUR RECEIVING SUBSTATION (ARSS)**
 - (C) DEPOT MACHINES MAINTENANCE OF KOYAMBEDU DEPOT**
 - (D) SIGNALLING EQUIPMENTS MAINTENANCE OF STAGE 1 (SEVEN STATIONS AND KOYAMBEDU DEPOT, STAGE- 1A SIX STATIONS AND CUT & COVER TUNNEL**
 - (E) AFC AND TELECOM EQUIPMENT MAINTENANCE OF STAGE-1 SEVEN ELEVATED STATIONS AND STAGE -1A SIX ELEVATED STATIONS AND CUT & COVER TUNNEL AND DEPOT**
 - (F) INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE IN DEPOT**
 - (G) GENERAL STORES (GS) SUPPORT STAFFS REQUIREMENTS IN DEPOT**

B. The Licensee, inter-alia, is currently engaged in the business of such services;

C. CMRL, pursuant to the Bid dated -----, has -floated a Bid for the license for Providing Facility management services, on the basis of the evaluation of the various bids received by CMRL, including the bid response by the Licensee, CMRL has confirmed to the Licensee that it is established as the 'Selected Bidder' on the basis of the commercial and Techno-Commercial evaluation;

D. In terms of the Bid, the submissions of the 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 to this Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions scope of services to be rendered by the Licensee.
2. It is further agreed by the parties that the scope of services as set forth by CMRL in the Bid Document shall integrally form part of the scope of services for the 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 undertaken by the parties. It shall be the duty and the exclusive obligation of the Licensee to propose the plan for commencement of operations which shall be subject to the approval by CMRL. Any changes suggested by CMRL in the proposed plan for commencement of operations (by the Licensee) shall be also duly implemented by the Licensee prior to commencement of operations.

2.2 Given that the plan for commencement of operations would require considerable assessment and planning by both parties, the parties agree that the plan for commencement of operations shall be in conformity and compliance with the Bid and/or the response thereto by the Licensee.

2.3The 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

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

3.2Renewal will be based on recommendation made by an evaluation committee nominated by the CMRLs based on the satisfactory performance

3.3 A Price Variation of five percent (5%) for the second year and ten percent for the third year over the base rate is permitted.

ARTICLE 4 -FINANCIAL TERMS AND CONDITIONS

In consideration of the provision of the services and the Bid submissions of the Licensee, the CMRL shall pay to LICENSEE an agreed sum of Rs.....

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. Furthermore, in the event that any

new tax is imposed or an existing tax enhanced under a governing law upon the services/deliverables of the Licensee, then the licensee; shall be also borne by the Licensee exclusively.

4.2 Mode of Payment

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

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

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

ARTICLE 5 - PERFORMANCE SECURITY DEPOSIT

5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to CMRL (in the manner and form acceptable to CMRL) a Security Deposit for an amount equal to 10% (ten percent) of the Total License Fee for the entire duration of the License, 21 (twenty one) days prior to the Commencement of License.

5.2 Security Deposit shall be paid in the form of Bank Draft / irrevocable Bank Guarantee (PBG) / Cash. The said BG shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided at valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement. CMRL agree to discharge the bank guarantee within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the 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 'Performance Levels'.
- 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 represents and warrants that all Techno-Commercial and commercial requirements set forth in the Bid are met by the Licensee and that it shall be bound by all its representations and submissions in response to the Bid including those relating to service levels.

5.2 Certificates/Permissions

The Licensee shall obtain necessary certificates/permissions required by law or as required as per the local regulations from the competent authority obtain the necessary certificates/permissions, the Licensee will be solely responsible for its penalty and consequences.

5.3 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.

5.4 No unlawful/illegal activity:

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity at the station(s)/Depot. 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. .

5.5 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 after each service.

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 staffs at all times display 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/1stClass Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.

6.10 Provision of equipment

The Licensee will arrange his own equipment's other than those provided for baggage screening

6.11 Provision of first aid box:

The Licensee shall provide and maintain First Aid box for rendering first aid to the staff The Licensee shall ensure that requisite certificates in this regard should be available with the Manager.

6.12 Damage to CMRL property and equipment

The Licensee shall be responsible for any damage caused to the CMRL property and equipment's provided that, such damage should arise due to the acts of omission or commission of the staff of the Licensee, and the licensee should make good of such loss to CMRL.

6.13 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' 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.

6.14 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.

6.15 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 'Performance Levels', 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 'Performance Levels' 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 performance level defaults by the Licensee. For purpose of this Agreement, performance level default shall imply any violation by the Licensee of the 'Performance Levels'

8.5 For purposes of monitoring & auditing the 'Performance Levels', 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 Levels' 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 hereinabove. CMRL on its part shall facilitate and provide to the Licensee all such assistance and logistical help on a best effort basis that may be required under this Agreement.

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

- a. The Licensee shall not sublet, transfer or assign this Agreement or any part thereof more than permitted in general clause.
- b. Under this Agreement, then the Licensee shall at all times remain principally liable towards the CMRL and that there shall be no exception to their liability under this

Agreement. The Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.

- c. If the CMRL at any point of time expresses any concerns to the Licensee regarding any third party sub-contractor (appointed under 9(a)), then the Licensee will comply with the requirements of the CMRL forthwith; which may include the direction by the CMRL to remove the said sub-contractor, etc.

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 11, 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 -AUDIT RIGHTS

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

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

12.3 In addition to the audit rights under Article 12.2 herein above, CMRL shall have the right to audit particular performance records of the Licensee including payment records, etc.

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

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

ARTICLE 13 -INSURANCE & INDEMNITIES

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

13.2 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.

13.3 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.

13.4 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.

13.5 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 14- EVENTS OF DEFAULT/MATERIAL BREACH

14.1 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 one (1) month from the Commencement Date as defined in Article 1.1 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 the 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 15 -PENALTIES

15.1 The 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, MD 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, MD of CMRL may use his/her discretion for imposition and type of punitive fines/action which shall be binding on the Licensee.

15.2 The number of complaints/deficiencies will also be maintained for the purpose of review for renewal of contract.

15.3 These offences would be only indicative with respect to the subjective issues of Facility Management Services. However, those offences as defined in this document would be over and above these which includes criminal offences, partnership disputes etc.

15.4 The penalty (ies) that may be levied by the CMRL on the Licensee in any of the instances mentioned in Article 15 above shall include but not limited to the following: (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the 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 16- TERMINATION

16.1 If either party to the Agreement is subject to liquidation or insolvency under the applicable law, and then the other party may forthwith terminate this Agreement by issuing four months' Notice for termination upon such confirmed events having taken place.

16.2 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.

16.3 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.

16.4 CMRL, in case of material breach as defined in clause-15 may terminate this agreement without assigning any reason to the licensee by giving fourteen (14) day's notice in writing to the licensee.

16.5 CMRL may terminate whole or any portion of the contract by giving three months notice.

16.6 In the event that the Agreement is terminated, pursuant to Article 16.1, 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 16.1 or Article 16.4.

16.7 In the event the Agreement is terminated by the Licensee under Article 16.1, the CMRL shall forfeit the License Fee, as per Article 16.8, paid by the Licensee and invoke the Security Deposit.

16.8 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.

16.9 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 17 -DISPUTE RESOLUTION

17.1 In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement between the parties ("Disputes"), the parties shall firstly attempt to amicably resolve such Disputes through the highest level of negotiations and discussions.

17.2 In the event that Disputes between the parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provisions of Arbitration and Conciliation Act 1996. The dispute shall be referred to:

a. Arbitration by a Sole Arbitrator and he shall be appointed by the Managing Director of CMRL. The CMRL Officer/Individual to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as CMRL servant have expressed views on all or any of the matters under dispute or difference. He shall be in the rank of a General Manager or above.

b. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

c. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

d. The venue of the arbitration shall be Chennai.

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

17.3 The award passed shall be final and binding and both Parties waive the right to appeal or contest the arbitral award.

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

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 or any other form of legal association.

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:

**Chief General Manager (EC),
Chennai Metro Rail Limited, Admin Building,
CMRL Depot, Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.**

In the case of Licensee:

[Insert name of person & address]

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

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

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date:

Date:

IN WITNESS OF:

1.

2.