

CHENNAI METRO RAIL LIMITED

Tender No: MSP-01-CMRL Depot Admin Building/2017



TENDER FOR ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR

OUTSOURCING OF FOLLOWING MANPOWER SERVICES :-

- i. Supervisor/Overseer(Tech/Non Tech)
- ii. Supervisor/Overseer (MPW)
- iii. Supervisor/Overseer (Security)
- iv. Typist/Clerk
- v. Office Assistant/Peon
- vi. Driver

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

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CHENNAI METRO RAIL LIMITED

Notice Inviting Tender

Tender No: MSP-01-CMRL Depot Admin Building/2017

CMRL invites sealed tenders under **Two Bid System**, from reputed manpower service providers for outsourcing of services. The details are as follows:-

Name of the Work	Engagement of Manpower Service Provider for outsourcing of following services:- i. Supervisor/Overseer (Tech/Non Tech) ii. Supervisor/Overseer (MPW) iii. Supervisor/Overseer (Security) iv. Typist/Clerk v. Office Assistant/Peon vi. Driver
Earnest Money Deposit	Rs.6,21,100/- (Rupees Six Lakhs TwentyOne Thousand and One Hundred only)
Performance Security	Rs. 31,05,500/- (Rupees Thirty One Lakhs Five Thousand and Five Hundred Only)
Estimated value of Work for 3 years period	Rs.6,21,10,000/- (Rupees Six Crores Twenty One Lakhs and Ten Thousand Only)
Duration of Contract	Contract Period will be for a period of 03 years and extendable further for a period of one year based on the performance of the service provider.
Date of commencement of sale of Tender document	10 th January 2017 1000 Hrs.
Last date of sale of Tender Document	8 th February 2017 up to 1200 Hrs.
Due date of submission of Tender	8 th February 2017 up to 1400 Hrs.
Date and Time of Opening of Tender (Techno Commercial Bid)	8 th February 2017 1500 Hrs.
Date of Pre-bid Meeting	20 th January 2017 at 1500 Hrs at CMRL Admin Building.
Authority and place for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and opening of Tender Documents.	General Manager(HR) Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu.
Cost of Tender Documents	1. For Hard Copy : Rs.15,000/- (Indian Rupees Fifteen Thousand only) including TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. 2. For soft Copy : Rs.12,000/- (Indian Rupees Twelve Thousand only) including TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. The Tender Documents can be downloaded from CMRL website www.chennaietrorail.org

Note: If the date of submission of Tender Schedule cited above happens to be a Public Holiday, Tenders will be received and opened on the next day at the same venue and time. Further details will be available in CMRL website: www.chennaietrorail.org

Section -I
General Guidelines

1.	The Tender is for selection of contractor for provision of Outsource Management Services viz. Supervisor/Oversee (Technical/MPW/Non Technical), Typist/Clerk, Office Assistant/Peon and Driver.
2.	This Tender Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard. Information provided in this Tender Document is only to the best of the knowledge of CMRL.
3.	Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which a valid Power of Attorney shall be enclosed. All Tender and supporting documents to be serially numbered all the pages and binded neatly before submission. Do not keep any loose papers.
4.	Each Bidder shall submit only one tender either by himself or as a partner in a joint venture or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender shall lead to disqualification.
5.	Bidders should provide all the required Techno-Commercial & associated information and attach supporting documents as mentioned in the tender document duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
6.	For any query from the bidder, the same may be clarified in the pre-bid meeting. No extension of any deadline will be granted, if CMRL does not respond to any query or does not provide any clarification. All queries related to this tender should be written and submitted a day prior to the pre-bid meeting.
7.	Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by CMRL as per the date / time of the tender submission schedule. However, CMRL may ask for any supplementary information, if required.
8.	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / Financial capabilities. Bidders will not be considered for further tender process, if they have a poor performance record such as abandoning works, not following statutory requirements, Financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
9.	Separate "Techno-Commercial" and "Financial" bids are required to be submitted as per the Tender conditions.
10.	Bidders should note that CMRL will not discuss any aspect of the evaluation process. Bidders deem to have understood and agreed that no explanation or justification of any aspect of selection process will be given by CMRL and that CMRL's decisions are without any right appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at discretion of CMRL.
11.	Bidders will not be considered in the tender process, if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading,

	even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further, the bidder may be blacklisted for participation in any future tender(s) of CMRL.
14.	The financial bid of the technically qualified bidders, bids only will be opened and the firm dates of opening of financial bids will be intimated to the technically qualified bidders separately.
15.	Bidders are requested to remain in touch with CMRL Website www.chennaiemtrorail.org for any kind of latest Information, Addendum, etc. regarding the tender.

Section - II

PROCEDURE FOR TENDER SUBMISSION

For the purpose of selection of contractor, the tender document is divided into two parts viz. the “Techno-Commercial Bid” and the “Commercial Bid”.

i. The requirements for Techno-Commercial Bid are as under: -

a.	The bidder shall enclose a signed and stamped copy of the Tender Document and all other associated / required documents as requested in the tender duly numbered, signed and stamped. This is in addition to the Tender Document Cost and EMD (Earnest Money Deposit).
b.	The bidder shall be required to enclose self attestation with signed and stamped copy of valid registrations with the following: - i) Registrar of Companies (in case bidder being a company). ii) Employees Provident Fund Organization (along with copy of latest challan and the return). iii) Employee State Insurance Corporation (along with copy of latest challan and the return). iv) Service Tax Department (along with copy of latest challan and return both).
c.	Each bidder shall be required to confirm and declare with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no service provider commission or any payment which may be construed as a service provider commission has been, or will be, paid and that the tender price will not include any such amount. The format is given in Annexure-7 of this Tender Document.
d.	The bidder shall be required to enclose duly filled Check List (as per Annexure-13) and connected copies of documents along with the Techno-Commercial Bid.
e.	Bidder is required to submit “The Initial Filter Criteria” on the Company’s letter head (each member in case of consortium) as per the format given in Annexure-08 along with the Technical Bid. Bidder has to first qualify the Initial Filter Criteria in order to eligible for evaluation of their Technical Bid.
f.	The Bidder is required to submit, Power of Attorney (on non Judicial Stamp paper worth Rs.100/-) as per Annexure-2 in the name of Authorised Signatory, in the case of documents are signed by the Authorised signatory of the bidder.

ii. **Financial Bid (Packet-“B”):** To be submitted as per the format given in the tender Document.

2.1. 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.

2.2. Earnest Money Deposit (EMD):-

a.	The bid must be accompanied by Earnest Money deposit of Rs.6,21,100/- (Rupees Six Lakhs Twenty One Thousand and One Hundred only) in the form of Demand Draft in favour of “Chennai Metro Rail Limited” payable at Chennai from any Public Sector Bank in India approved by Reserve Bank of India valid for 90 days or an unconditional Bankers Guarantee from a Public Sector Bank payable at Chennai bank branch, approved by Reserve bank of India for a value of Rs.6,21,100/- (Rupees Six Lakhs Twenty One Thousand and One Hundred only) valid for 180 days from the date of bid opening.
b.	Tenders not accompanied by requisite EMD will be summarily rejected as non-responsive.
c.	The EMD of unsuccessful bidders will be discharged / returned by CMRL with in a month after finalisation of L1 bidder.
d.	The EMD may be forfeited on following occasions:- 1) If the bidder withdraw/modify its tender during the period of tender validity. 2) If the bidder does not accept corrections in rates quoted in the Commercial Bid. 3) If bidder has submitted document without authorised signatory’s signature. 4) In case of a successful bidder fails to: - i) Furnish the necessary Performance Guarantee within the prescribed time limit. ii) Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance. iii) Enter into the Contract Agreement within the time limit.
e.	Tender Security(EMD) of the successful tenderer shall be released only after receipt of Performance Security and execution of contract agreement as per the tender conditions.
f.	No interest shall be payable by CMRL on the EMD.

2.3. Tender Prices:-

a.	The Contract shall be for the whole work, as described in Bill of Quantities/Letter of Acceptance. The bidder is required to quote his rates taking into account of all the Terms and Conditions of the Tender.
b.	The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, 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.
c.	Service Tax will be reimbursed by CMRL on submission of actual bills by the Licensee.

2.4. Tender Submission:-

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

a.	<u>Envelope-1 (EMD)-Packet-A:</u> First cover shall contain Demand Draft for the Tender Security (EMD) and cost of Tender
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	<p>Document (if the tender document is downloaded from the CMRL website) or photocopy of receipt issued by CMRL (when tender document is directly purchased from CMRL). The cover to be sealed with superscripted as “EMD for MSP-01-CMRL Depot Admin Building/2017”.</p> <p><u>Envelope-2 (Techno-Commercial Bid)- Packet-A:</u></p> <p>The second cover shall contains the Techno-Commercial bid documents (Tender document, Addendum if any, Reply to query if any, required documents/Annexure) (except the Financial Bid) and sealed with superscription as “Techno-Commercial Bid for MSP-01-CMRL Depot Admin Building/2017”</p> <p><u>Envelope-3(Financial/Commercial Bid)- Packet-B:</u></p> <p>The Financial/Commercial Bid (Packet-B) must be sealed in a separate envelope duly marked as “Financial Bid for MSP-01-CMRL Depot Admin Building/2017”.</p> <p>The tenderer must then seal all the three envelopes (Envelope-1, Envelope-2 and Envelope-3 as above) in a big envelope. This envelope should be superscripted as “Tender document for MSP-01-CMRL Depot Admin Building/2017” at the top. Each envelope must mention the name and address of the bidder at the bottom of the envelope. All the envelope must be addressed to the following:-</p> <p style="padding-left: 40px;">General Manager(HR) Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai – 600107 Tamil Nadu.</p>
b.	Late or delayed tenders will not be received or considered
c.	Tenders shall be dropped in the Tender box kept in the offices as per the tender schedule stipulated in the tender document.
d.	A Bidder can participate in one tender only. If a bidder submits more than one tender, his tenders are liable to be rejected.

2.5. Tender Opening:-

The received tenders will be processed by Tender Evaluation Committee constituted by CMRL:-	
a.	On opening of the main Tender envelope, it will be checked if it contains the Envelope-1 for EMD and Tender Document cost, the Techno-Commercial Bid (Envelope-2) and Envelope-3, superscripted as “ Financial Bid for MSP-01-CMRL Depot Admin Building/2017 ”. The cover containing the EMD and the cost of tender will be checked for compliance. In case, if the requirement is not met, the further process will not be taken up for such tenderer.
b.	The 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 by the Committee, if the required documents have been annexed. If the submitted documents do not meet the tender requirements, then the Commercial Bid of the said bidder may not be considered for further processing.
c.	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.

2.6. Other Tender conditions:-

a.	CMRL reserves the right not to proceed with the tender process at any time without any notice,
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	justification or liability.
b.	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.
c.	The tender is not transferable under any circumstances.
d.	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
e.	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
f.	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.
g.	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
h.	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
i.	The quantum of services mentioned in this document is only indicative and may be reduced or enhanced of the quoted quantity (on each category) based on the requirement of CMRL during the contract period. The payment for services will be made based on actual deployment of staffs proportionately as the case may be on the accepted rates as per Packet-B.
j.	CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. CMRL will pay as per the accepted rates. In case of exigency of work, CMRL may avail services for other category of staff which are not stipulated in the scope of work and the tenderer should be in a position to provide the service for the same as per mutually agreed upon rate.

2.7. Award of Tender:-

a.	<p>CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ul style="list-style-type: none"> i) Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto. ii) Consult with any Bidder in order to receive clarification or further information. iii) Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or iv) Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
b.	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.
c.	The selected Bidder shall have to execute an Agreement with CMRL as per the agreed terms and conditions stipulated in the tender document and its addendum/corrigendum to this tender, if any.
d.	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.

f.	Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation, Non responsive bids are:- CMRL may reject the tender that is considered to be substantially non responsive to the requirements, such indicative list is as follows and the same is not an exhaustive list: i) In correct or fraudulent power of attorney. ii) Incorrect or shortage or fraudulent EMD/tender security. iii) Fraudulent qualification relating to proposal. iv) Fraudulent or incomplete credentials. v) Incomplete technical proposal. vi) Major inadequacy in technical offer.
g.	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.
h.	In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Financial Bid/Commercial Bid which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
i.	Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent , that his tender has been accepted.

2.8. Letter of Intent:-

a.	The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within seven days from the date of issue of LOA/LOI.
b.	Letter of Acceptance shall communicate the sum which the CMRL would pay to the Contractor during the contract period, to be paid on month to month basis and based on bills submitted by the Contractor as per procedure stipulated in the Terms and Conditions of the Contract, in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract Agreement (hereinafter called 'the Contract Price').
c.	No correspondence will be entertained by CMRL from the unsuccessful bidders.
d.	Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and return their EMD without any interest.

2.9. Cancellation of Letter of Acceptance/Letter of Intent:-

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

3.0. Performance Security:-

a.	The successful bidder shall furnish to CMRL a security in the form of Bank Guarantee (unconditional) for Rs.31,05,500/- (Rupees Thirty One Lakhs Five Thousand and Five Hundred
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	Only)within 30 (Thirty) days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six months beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this Tender Document, the same should be drawn from any Public Sector Bank in India with validity for 180 days, payable at Chennai. 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) on prorated basis. In case of extension of the Contract, the performance BG (s) shall be suitably extended.No Interest will be paid for Performance Security.
b.	The Contractor has to submit Performance Security within 30 days of issue of Letter of Acceptance. If contractor fails to submit the Performance Security within the stipulated time, then a penalty equal to 0.25% of the amount of Performance Security per week or part thereof shall be imposed on him for delays up to 60 days from the date of Performance Security becomes due to the time he submits the same.
c.	Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.

3.1. Signing and execution of Contract Agreement:-

a.	CMRL shall prepare the contract agreement as per the terms and conditions of the tender document.
b.	For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non Judicial Stamp Papers of value of Rs.100/- each as per tender condition.
c.	Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: - a. Performance Security within 30 (Thirty) days of award of Letter of Acceptance. b. Power of Attorney in favour of Authorized Signatory(s).
d.	The Contract Agreement shall require to be executed within thirty (30) days from the date of issue of the Letter of Acceptance and commence the work.
e.	CMRL may operate either the whole of the contract or a part of it from the date of commencement of the contract. When only a part of the contract is made operational, the payment shall be made proportionately.

Section-III

General Terms and conditions

1.	The service provider shall not assign, transfer, pledge or subcontract the performance of service.
2.	CMRL reserves the right to accept / reject any or all Bids without assigning any reason thereof.
3.	<u>Damage to CMRL property and equipment</u> The Contractor shall be responsible for any damage caused to the property and equipment provided that, such damage should arise due to the acts of omission or commission of the staff of the Contractor.
4.	<u>Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:</u> a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the CMRL (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the CMRL under this Agreement or otherwise, the CMRL reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor. b. The Contractor agrees to make good all cost and expenses, if any incurred by the CMRL for making the substitute arrangements referred to above.
5.	<u>CONFIDENTIALITY</u> 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 Contractor acknowledges that all information, data, material, etc, shared by CMRL with the Contractor, shall be regarded as part of confidential information by the Contractor.
6.	<u>STATUTORY COMPLIANCES</u> (i) The service provider and its staff shall contribute towards all statutory obligations towards EPF, ESI, Bonus, Labour Welfare Fund etc, which are mandatory as per Government Acts, Rules and Regulations issued from time to time. (ii) The service provider shall comply with <u>Minimum Wages Act as notified by GOI</u> for each category. Any bid not complying with Minimum Wages Act will be rejected. (iii) There will be no price enhancement in the contract value for the entire contract period. However any revision in the minimum wages in accordance with Minimum wages notification issued by the appropriate authority (GOI) from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from CMRL with the monthly bill. (iv) The compliance in respect of above mentioned statutory obligations shall be submitted to this office every month by the service provider with copies of supporting documents. The monthly report shall be submitted on or before the 15 th of the succeeding month. A copy of monthly EPF/ESIC remitted challan receipt for all outsourced employees to be forwarded to CMRL.

The Contractor shall enforce the provisions of ESI Act and Scheme with regard to all his employees involved in the performance of this contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

As far as EPF&MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's share) with the PF authorities within 7 days of closure of every month. Contractor shall give particulars of the employees engaged by him for CMRL works and is required to submit details to CMRL. In any eventuality if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, CMRL is entitled to recover an equal amount from any money due to the contractor under this or any other contract with CMRL and deposit the amount in Regional Provident Fund Authority in contractor's name.

The manpower service provider shall maintain all registers required under various Statutory Acts, which may be inspected by the CMRL as well as the appropriate authorities at any time.

Statutory deductions shall be promptly remitted to the statutory agencies as per law.

The wages paid to the outsourced staff deployed by the service provider should not be less than the minimum wages stipulated of GOI .

Service Tax will be reimbursed by CMRL on submission of actual bills by the Contractor.

In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme, besides the recovery of the amounts due by the Contractor towards their contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, In addition to the penal interest , penalty of 20% of the above penal interest amount would also be levied and recovered from their Security Deposit. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit shall be refunded only after compliance of all statutory payments.

The Contractor shall possess all legal licenses and approvals from appropriate authority before submission of the tender and during execution of the work. Otherwise the bid/contract shall stand cancelled.

The Man power Service Provider shall ensure complete compliance (in respect of the personnel provided to CMRL) of all the prevailing provision of the payment of all labour laws including the requirements of:

1. The Contract Labour Act (1970)
2. Minimum Wages Act 1948
3. Weekly Holidays Act 1942
4. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)
5. The Payment of Wages Act, 1936
6. Hours of employment Regulations
7. The Workmen's Compensation Act, 1923
8. The EPF /ESI Act
9. The Bonus Act
10. The CLRA Act
11. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

And any other Acts, Rules, Regulations or Statutes, which are in force or which are to be passed

by both the Central Government and State Government of Tamil Nadu regarding the service.

In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, CMRL may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by CMRL from the contractor.

If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations is directed to be paid by CMRL, such money shall be deemed to be payable by the contractor to CMRL within seven days after the same shall have been demanded from the contractor. CMRL shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.

7.

PAYMENT TERMS

The service provider will submit the bill in triplicate in the last week of the month for payment. The salary cycle will be considered in a month from 26th to 25th.

The payment shall be made by CMRL at the end of every month's billing period based on the actual duties performed by the contractor/attendance and invoice.

The Payment to the service provider would be paid strictly on certification by the authorized person from CMRL on satisfactory provision of services, submission of attendance of staff deployed by the service provider and submission of statutory payment receipts.

The contractor shall arrange to submit the monthly bills to CMRL within 15 days from the close of billing period and with the monthly bills the contractor shall be required to submit the following:-

- i. Details of deployment duly verified along with summary of bill.
- ii. Invoice duly taking into account of deployment details.
- iii. Salary statement for the previous month with Bank statement/Bank Transfer details to corroborate the payment.
- iv. Having paid due wages to all the workmen engaged in the provision of the services during the previous month (Copy of wage-slips to be enclosed.)
- v. Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.
- vi. Having deposited the contribution to PF, ESI etc. with the concerned authorities for the previous month as per the relevant statutes (Copy of ECR challan from the PF/ESI authority along with muster roll to be enclosed.)
- vii. Certificate from the official of CMRL regarding satisfactory performance during the period of the bill.
- viii. It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by CMRL officials or by any other official at any point of time.
- ix. Service Tax will be reimbursed by CMRL on submission of actual bills by the contractor.
- x. Invoice

Any other document demanded by CMRL.

The payments made by CMRL shall, however be subject to necessary deductions on account of penalty imposed by CMRL on the contractors, TDS, Service Tax etc.

The rates accepted by CMRL shall remain fixed/firm through-out the contract period without any variation/escalation, except on account of revision in Minimum wages as notified by appropriate authority and will be applicable uniformly for all working days including weekdays, weekends,

Gazette Holidays, National Holidays and Festival.

After the submission of bills completed in all respects to the entire satisfaction of CMRL, the payment will be effected within 20 days of submission of the claim every month after due deductions of all statutory payments, taxes, penalties and other deductions applicable.

Tax deduction at source will be levied by CMRL as per the provisions of the statutes/Acts of statutory bodies/local authorities etc. except when the contractor prior to release of payment submits valid and complete documents for Income tax exemption.

As far as possible, Contractor should make the payments to the contracted staff through ECS/Bank Transfer by 5th of every month . In case of exigencies, the employees may be paid by Cheque/in cash (for the first month only). However cash payments shall be witnessed and certified by the concerned CMRL Supervisor/nominated CMRL representative.

Contractor shall be required to pay to its employees, roped in for services under the contract as per the rates stipulated in the financial bid and deposit/disburse other statutory dues to respective agencies/employees as claimed by the contractor and paid by CMRL. No payment/less payment of wages and other dues and failure to deposit/less deposit of statutory dues will tantamount to violation of Terms and conditions of the contract and necessary penalty may be imposed on the contractor as per the terms and conditions of the tender.

The service charges to be paid by CMRL .Hence the bidder should cater for the same at the time of quoting the tender.At later stage , the same should not be claimed separately form CMRL and in such cases, it will be treated as violation of terms and conditions of the contract.

Notwithstanding the release/payment of the bill by CMRL to the Contractor, the contractor shall all times ensure timely payment of wages and any other dues outstanding to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by CMRL to the contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.

The contractor should cater to provide any additional pay on reimbursement basis as recommended by CMRL like reward, refreshment charges to the outsource staff on account of exigency of work as per the existing terms and conditions of the tender .

All Bills are to be submitted on printed forms, duly signed and pre-receipted in triplicate.

8.	<p>AUTHORIZED SIGNATORY OF BIDDER</p> <p>The Signatory of the bidder should attach a power of attorney letter as per Annexure-2 duly stamped and authenticated by a Notary Public or by a Magistrate authorizing the member to submit the tender and negotiate on their behalf mentioning:-</p> <ol style="list-style-type: none"> 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. In the absence of such authority all partners should sign the Tender. iii. 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. <p>The bidder whether sole proprietor, a Limited Company or a partnership firm if they want to act through their representative or individual partner(s) should submit along with the tender, a power of attorney letter as per Annexure-2 duly stamped and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, compromise, settle, relinquish any claim(s) preferred by the firm and sign “No claim certificate” and refer all or any disputes to arbitration.</p>
9.	<p>During the contract period, the number of staffs required to provide the service will increase or decrease based on the need of the CMRL and the contractor should be in a position to cater the same with in a short notice of time(03 days). The payment for the same will be made on prorata basis as per the tender.</p>
10.	<p>The outsource personnel deployed by the service provider should be a trained contract worker with good health, sound mind and age not less than 18 years and not more than 50 years of age.</p>
11.	<p>The staff engaged by the Contractor, shall at no stage have any claim for employment in CMRL. This fact should be incorporated in their appointment letter issued by the Contractor.</p>
12.	<p>Bidders are required to give unconditional offers. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.</p>
13.	<p>Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.</p>
14.	<p>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.</p>
15.	<p>CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.</p>
16.	<p>Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.</p>
17.	<p>CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. CMRL will pay as per the accepted rates.</p>
18.	<p>The Service provider shall keep in mind the rules and regulations of the CMRL in force and instructions issued from time to time while discharging the assigned services. The CMRL will be free to take action against the service provider for violating the same.</p>
19.	<p>The staff deployed by the service provider at CMRL should not have any police records/criminal cases against them. The service provider should make adequate enquiries and certify about the character and antecedents of the staff whom they are recommending. The service provider shall maintain a full bio data with biometric data in the service provider’s office for any verification</p>

	<p>later. The service provider shall ensure the CMRL that prescribed code of conduct is followed by its staff deployed in CMRL. The service provider shall ensure deployment of suitable people from proper collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such staff who are not found suitable by CMRL for any reason immediately on receipt of such a request.</p>
20.	<p>CMRL reserves the right to accept or cancel the contract at any stage without assigning any reason thereof. It is open to alter the conditions of the contract in appropriate cases in interest of CMRL.</p>
21.	<p>In case, the service provider renders inferior quality of work at the time of execution of work then the concerned service provider will be liable to pay compensation to the CMRL for the inferior works/services as determined by the CMRL. Such amount will be deducted from any sum due to the service provider including the payments outstanding/pertaining to any other work services within CMRL contract.</p> <p>In case, the quality of work rendered by the service provider is not satisfactory, CMRL will have all the rights to terminate the contract / work order as a whole and the security deposit will be forfeited. The service provider will have no claims whatsoever on this account in CMRL.</p>
22.	<p>The service provider shall ensure proper conduct of staff in office premises and avoidance of any undisciplined act on their part and strictly enforce prohibition of consumption of alcohol drinks, pan and smoking.</p>
23.	<p>The contractor shall ensure that personnel deployed under the contract are not members of any union.</p>
24.	<p><u>TERMINATION OF CONTRACT</u></p> <p>a. In case the services of the Manpower Service provider are not found satisfactory, or there is a breach of any of the terms and conditions of the contract and/or fails/neglects to carry out any instruction issued to it by CMRL from time to time, the same can be terminated by CMRL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service Provider. In case corrective action is not taken, CMRL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of staff, inability to provide replacement, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities etc) or any other non-compliance of the provisions of the Agreement.</p> <p>b. The Manpower Service provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Manpower Service Provider, such action should be taken only with approval of CMRL.</p>
25.	<p><u>FORCE MAJEURE</u></p> <p>The obligations of CMRL and the Manpower Service provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.</p>
26.	<p><u>INDEMNITY</u></p> <p>(i)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 from any breach or non-compliance whatsoever by the Manpower Service provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.</p> <p>(ii)In performing the terms and conditions of the contract, the Manpower Service provider shall at all times act as an Independent Manpower Service provider. The contract does not in any way</p>

	<p>create a relationship of principal and agent between CMRL and the Manpower Service Provider. The Manpower Service provider shall not act or attempt or represent itself as an agent of CMRL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of CMRL.</p>
27.	<p><u>CONTRACTOR'S OBLIGATION TOWARDS TAX LAWS</u> The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep CMRL fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.</p>
31	<p><u>RESOLUTION OF DISPUTES & ARBITRATION</u> In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMRL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act 1996. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.</p>
32	<p><u>JURISDICTION OF COURT</u> This contract will be governed by the laws of the India and the courts at Chennai shall have exclusive Jurisdiction in all matters relating to this contract.</p>
33.	<p><u>Amendments</u> Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.</p>

Section-IV
Special Conditions of the Contract:-

1.	The Manpower service provider shall, if and when so requested by CMRL, will provide the outsourced manpower at the premises, or any other office of CMRL as may be required by CMRL at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given in the tender document.
2.	If the performance of the outsourced personnel is unsatisfactory, CMRL shall give a notice of 15 days to the Manpower service provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Manpower Service provider shall provide a replacement acceptable to CMRL within 3 days time.
3.	The Manpower service provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with CMRL and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of CMRL.
4.	Manpower Service provider shall ensure complete compliance (in respect of the personnel provided to CMRL) of all the prevailing provision of the payment of wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund
5.	The manpower service provider should provide adequate cover to the outsourced persons for death, disability, sickness etc. CMRL shall not be liable to pay or bear any premium /compensation at any stage in respect of Insurance made by the Manpower Service Provider to cover the risk (Death, Disability, Sickness) etc. Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to CMRL and shall act at all times keep the requisite policies alive.
6.	In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
7.	Any staff deployed by the service provider cannot claim any master & servant relationship with CMRL. Also, the service provider's staff should not claim any benefit/ compensation/ absorption/ regularization of service with CMRL under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulations & Abolition) Act, 1970 or any other similar enactment or order. There is no Employer–Employee relationship between CMRL and the service provider staffs.
8.	<p>The Service provider shall provide two sets of good quality Uniforms/Shoes(Only male staff)and two sets of Churidhar to Female employees every year that are accepted by CMRL representative post quality check and the service provider shall ensure that all the staff should wear neat and tidy uniform while on duty. Fine will be imposed on the Service provider if any of the deployed person found without proper uniform.</p> <p>The personnel posted should wear good quality clean uniform ,which should be provided by the contractor. The service provider should ensure that the outsource staffs wear clean and dirt free uniform daily (Shirt, Pants, Shoes, etc.) with the logo of the Contractor's Firm embossed in their uniform. All outsourced staffs shall be provided Name Badges & Identity Cards with photograph. A database of the Identity Card holders shall be kept updated.</p> <p><u>Uniform Charges:-</u> Uniform charge inclusive of stitching charges for two sets of uniform for Male staffs uptoRs 2800 per annum and Two sets of churiddhar for Female staffs inclusive of stitching charges uptoRs 2000 will be reimbursed monthly to the service provider on prorate basis based on the submission of invoice. The Quality and material specification of uniform to be issued by the service provider will be decided by CMRL .</p>

9.	<p>Working hours of hired staff</p> <p>The normal working time is 09.15 a.m to 06.00 pm from Monday to Saturdays for all service staff except Drivers and Supervisory/Overseer Staff. The reporting and closing time will vary for drivers and Supervisory staff according to the nature of duties assigned to them.</p> <p>In case of exigency of work, the service provider will have to provide service on Holidays/ Sundays and in such case , a weekly rest will be given on any working day of the following week .</p>
10.	<p>Permissible Leave to Outsource service</p> <p>One day's paid Casual Leave for every month during the calendar year will be entitled. Un availed Casual Leave will lapse on 31st of December every year. Leave cannot be encashed by the service provider.</p>
11.	<p>In case of exigency of work, CMRL will seek additional manpower at short notices and the contractor should be in a position to provide the required additional manpower at advance notice of three days. For any additional manpower, the same can be arranged on need basis as projected by CMRL. The rates will be calculated accordingly as per the accepted rate by CMRL.</p>
12.	<p>The service provider should issue a formal appointment letter to all the outsourced staff deployed under the contract indicating their Name, designation, wage rate, amount of P.F/ESI remitted by both Employee/Employer contribution and other labour enactments statutory payments within 15 days of deployment of outsource personnel in CMRL and submit a copy of the same duly acknowledged by the concerned for the records of CMRL. A list of employees deployed by the service provider along with their detailed bio data /photo shall be made available to CMRL. Any subsequent changes should be informed immediately.</p>
13.	<p>The contractor shall install a Bio-metric attendance system at their own cost to monitor the attendance of the outsource employees through the service provider supervisor.</p>
14.	<p>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:-</p> <ol style="list-style-type: none"> 1. Name in full 2. Father's Name 3. Date of Birth 4. Present Address 5. Permanent Address 6. Educational Qualification 7. Experience in relevant field of activity 8. Whether any antecedents of Police cases (Police verification certificate to be enclosed). 9. On top of every CV, the proposed category is to be indicated.
15.	<p>Providing of Substitute:-</p> <p>Service provider shall provide substitute immediately to any of its staff deployed, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from CMRL to remove the staff. The service provider should immediately remove the staff from the place of work and shall comply with such requirements.</p> <p>If any deployed person does not turn up or proceeds on leave or Absents himself / herself ,it will be the responsibility of the contractor to provide a suitable substitute (whose antecedents are already verified) to CMRL in order to ensure uninterrupted services.</p>
16.	<p>Supervision and control of the outsource staff provided by the service provider shall be taken care by the supervisor deployed by the manpower service provider. The manpower service provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them, while no right whatsoever shall vest in any person(s) to raise any dispute /claim whatsoever against the CMRL. The CMRL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged by the manpower service provider for any purpose whatsoever nor would CMRL be liable for any claim (s) whatsoever of any person(s) of the manpower service</p>

	provider and manpower service provider shall keep CMRL completely indemnified against any such claim(s).
17.	Disbursement of Bonus Bonus to be disbursed by the service provider to all the outsource staffs once in every year as per Bonus Act during Diwali festival. No Advance Payment for Bonus will be paid by CMRL to the service provider and the same will be paid by CMRL to the service provider in lump sum as reimbursement on submission of invoice.

Section-V

ELIGIBILITY CRITERIA

Eligibility Criteria to Qualify in the Techno-commercial Bid Process

SI No	Eligibility Criteria	Documents Required to be Enclosed
i.	<p><u>Work Experience:-</u> The Bidder should have experience of having completed similar works in any of the Central/State Government Organisations:- Central/State Public Sector Undertakings/ Large Private Companies, Institutions or similar Govt. organisation etc., during last Seven years ending last day of month previous to the one in which the tenders are invited should be one applications are invited should be one of the following:-</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (Rs. 2,48,44,000). OR</p> <p>(b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (Rs. 3,10,50,000). OR</p> <p>(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (Rs.4,96,80,000).</p>	<p>Document to be submitted as per- Annexure-3</p>
ii	<p><u>Minimum Annual Financial Turnover:-</u> Applicant should have average annual financial turnover of last three audited Financial years as follows:-</p> <p>(a) Average annual financial turnover during the last three audited financial years (FY-2013-14, FY- 2014-15 and FY-2015-16) should be at least 30% of the estimated cost (Rs.1,86,30,000/-).</p> <p>(b) The Bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated.</p>	<p>i.Bidder has to enclose copies of attested audited balance sheet for the three financial years (FY-2013-14, FY-2014-15 and FY-2015-16) duly certified by Chartered Accountant.</p> <p>ii.Copy of statement of Profit and Loss Account certified by Chartered Accountant for the three preceding financial years (FY-2013-14, FY-2014-15 and FY-2015-16) to be enclosed</p> <p>iii.Bidder shall submit the details in the prescribed Proforma as per Annexure – 4.</p>
iii.	<p>The Registered Office or one of the Branch offices should be located/Established at Chennai or in its suburban areas for smooth operation.Incase ,if no registered office is in Chennai or sub urban area ,the service provider will not be qualified for further process</p>	<p>Registration Certificate or Supporting Document that firm branch is in Chennai to be submitted as a proof.</p>
iv.	<p>The Service provider should possess valid licence under Contract Labour Act 1970 at the time of submission of the tender.</p>	<p>A document supporting the same to be enclosed.</p>

v.	They Service provider should have their own Bank Account , PAN card , Registered with Income Tax and Service Tax Departments	Proof of Bank Account ,PAN CARD,IT &ST registration document copy
vi.	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts and such other applicable Labour Laws.	A copy of Registration and code allotted by EPFO and ESI also to be produced
vii.	Cost of Tender Document and EMD fee	Original Demand Draft

Note : The bidders who do not comply as per the eligibility criteria stipulated above will be summarily rejected and all requisite documents mentioned as per Annexure-5 to be enclosed .

Section-VI

Minimum Requirement of Outsource staff

S. No	Service	Qualification required	Requirement of Staff
1	Supervisor/Overseer (Technical)	ITI /Certification in Electrical/ Electronic course with minimum 05 years experience in relevant field	2
2	Supervisor/Overseer (Multi Purpose Work) Location – Chennai Location- New Delhi	Minimum 8 th Standard passed with 5 years of work experience in handling messenger duties,supervising House Keeping Duties,Meeting Arrangement and Local purchase of items.	3
3	Supervisor/Overseer (Non Technical- Clerical)	Graduation in any field with knowledge in computer application like MS Office etc. and should possess minimum 5 years of experience in Admin works like maintenance of attendance,travel arrangement,vehicle arrangement,maintenance of records etc.	2
4	Supervisor/Overseer (Security)	Ex-Serviceman, Medically fit, age below 50 years.	1
5	Typist/Clerk	10 th Std plus requisite technical qualifications in typing is preferred with minimum of 2 years of experience in typing /clerical works. Degree qualification will be preferred	17
6	Office Assistant/Peon	Minimum 8 th Standard Pass with atleast 2 years of experience in relevant field	40
7	Office Assistant/Peon (Location : NewDelhi)	-Same as OA/Peon-	1
8	Driver	Minimum 8 th Standard Pass and should possess DrivingLicense for driving light duty motor vehicle with at least 5 years experience in driving light motor vehicles	10
	Total		76

These numbers for engagement of personnel mentioned above are subject to change and CMRL reserves the right to increase or decrease the numbers as required in each category. The financial bid will be evaluated using the tentative numbers in the table to arrive at the total cost to CMRL.The selection of L1 bidder will be based on the L1 charges quoted for annual service charges (% age) of the Total Manpower Cost.

Section-VII
Scope of works

a.	<p style="text-align: center;"><u>Supervisor/Overseer (Technical)</u></p> <p>i. He/She should be able to supervise and control all the outsource Staffs provided by the Service provider for smooth execution of work. ii.He/She must be capable to attend and rectify the defects in the electrical works . iii.He/She should maintain the assets of CMRL. iv.He/She should ensure punctuality and attendance of the outsource staffs and to arrange alternative outsource staff in case of absence of an outsource staff while on leave. v.He/She should be willing to work at odd hours in case of exigency of work and act as a key person to receive instructions from CMRL time to time and act upon them.</p>
b.	<p style="text-align: center;"><u>Supervisor(Multi Purpose Work)</u></p> <p>i.He/She should be able to supervise all meeting related arrangements of CMRL and at any other designated places. ii.He/She should be able to do local purchase of items for meetings/Sim cards and other petty items from local market iii.He/She should know to drive Two wheeler in order to deliver official correspondences to designated places and at times should execute messenger duties. iv.To ensure that CMRL vehicles are taken to the service centre for repair /maintenance works during maintenance period. v.Dispatch and receipt of files ,letters etc to and from secretariat to CMRL and vice versa. vi.He /She should be willing to work at odd hours during exigency of work.</p>
c.	<p style="text-align: center;"><u>Supervisor/Overseer(Non Tech-Clerical)</u></p> <p>i.He/She should be able to do travel booking arrangement ii.He/She should maintain all records of HR and Admin Department iii.He/She should maintain the attendance register of outsource staffs iv.He should maintain all Paper works related to police verification/leave/pay roll of outsource staff etc., v.He/She should be well versed in Computer application like MS Office . vi.He/She should ensure all stationary items are distributed to the concerned department on time based on the indent received. vii.He/She should be good in typing/clerical works . viii.Movement and maintenance of files,papers with in department and outside CMRL office ix.Any other works as assigned by CMRL management. x.He/She should be willing to work at odd hours in case of exigency of work and act as a key person to receive instructions from time to time CMRL and act upon them.</p>
d.	<p style="text-align: center;"><u>Supervisor/Overseer (Security)</u></p> <p>i.He should be able to supervise and control security personnel deployed in Metro stations and Admin Building. ii. He should ensure punctuality and attendance of the security staff. iii.He should be willing to work at odd hours in case of exigency of work.</p>
e.	<p style="text-align: center;"><u>Typist/Clerk</u></p> <p>i.He/She should be able to undertake dictation/typing work usually carried out by using computer with knowledge of MS Office ii.He/She should also undertake the work of a personal secretary for the concerned officials in case of exigency of works or in absence of the Personal secretary of the concerned officials iii.He she shall attend the turn duty assigned by CMRL on roster basis iv.Any other work assigned by CMRL management.</p>
f.	<p style="text-align: center;"><u>Office Assistant/Peon</u></p> <p>i.Movement and maintenance of files, papers, drawings with in office and outside office. ii.Operation of various office equipment like photocopier,fax,printer,fax etc., iii.Arrangement of tea/snacks for the officials/VIPs/Guests /meeting during office work.</p>

	<p>iv. Any other work as assigned by CMRL management.</p> <p>Should be polite, well behaved and capable of attending all office related works. They should be keep the place where they are posted neat and clean and attend the work assigned to their in charge .</p>
g.	<p style="text-align: center;"><u>Driver</u></p> <p>i. He should be in possession of valid driving license for Light Motor vehicles and ensure is available during the project site visit of CMRL officials.</p> <p>ii. He should be willing to work at odd hours incase of exigency of work or as per the requirement of the concerned official cases.</p>

Section-VIII

EVALUATION CRITERIA

6.0. Opening and Evaluation of Bids:-

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

6.1. Test of responsiveness:-

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

- (a) It is received as per formats (Packet-A)& (Packet-B),
- (b) It is received by the Bid Due Date including any extension thereof,
- (c) It is signed in all pages and, sealed,.
- (d) It is accompanied by the Power(s) of Attorney as the case may be;
- (e) It is accompanied by the Annual turnover, Experience certificate as requested.
- (f) It contains all the information, Annexure and documents (complete in all respects) as requested in this Tender document and/or Bidding Documents(in the formats same as those specified);
- (g) It contains valid license under Contract Labour Act and should be registered with the appropriate statutory registration authorities for providing the service.
- (h) It contains a copy of the receipt for payment towards the cost of this Document .
- (i) It is accompanied by requisite Tender cost and EMD amount in the form of Bank Demand Draft drawn on any Public Sector Bank / by Bank Guarantee from any Public Sector Bank.
- (j) It should not be a conditional Bid.
- (k) CMRL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.

6.2. Evaluation:-

- a) Such bids which clear the “Test of responsiveness” at Para mentioned above, will be called “responsive bids” and only “responsive bids” shall be considered for evaluation. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the eligibility criteria stipulated in the tender document. No Bidder shall have the right to challenge the decision of the Committee.
- b) While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their

employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.

6.3. Selection Process:-

The responsive bids shall be evaluated in the following manner:-

- a. Scrutiny of bids for Minimum Eligibility. Such bids that qualifies the eligibility criteria will be called as “Eligible bids”.
- b. The eligible bidders will be evaluated techno-commercially.

6.4. 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”.

6.5. After selection, a Letter of Award (the “LOA/LOI”) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within 7 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA. It is clarified that in case the Selected Bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of CMRL for a period of five (5) years.

6.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, The Contractor (Selected Bidder) shall be required to submit a Security Deposit of Rs.31,05,500/- (Rupees Thirty One Lakhs Five Thousand and Five Hundred Only) . It shall then execute the License Agreement, with CMRL within the period of 30 days of the receipt of the LOA/LOI. The security deposit will be returned only after two months on completion of contract period without any interest.

Annexure-1

Financial Bid (Packet – B)

Tender No: MSP-01-CMRL Depot Admin Building/2017

Financial bid - Manpower Charges

Sl. No	Description	Wages per person/per day (in Rupees)										Qty	Annual Man power charges
		Basic	VDA	Conveyance Allowance	Sub Tot-1	HRA	EPF (13.36% of D)	ESI (4.75%)	Bonus (8.33%)	Sub Tot-2	Salary per Month		
		A	B	C	D	E	F	G	H	I	J		
					(A+B+C)		D * 13.36%	(D+E)* 4.75%	(A+B) * 8.33%	(D+E+F+G+H)	(I *26)		
1	Supervisor/ Overseer (Tech/Non Tech/MPW)	240	255	100	595	150	79.49	35.39	41.23	901.11	23,429	8	22,49,184
2	Typist/ Clerk	220	236	100	556	150	74.28	33.54	37.98	851.80	22,147	17	45,17,988
3	Office Assistant/ Peon	180	194	100	474	100	63.33	27.27	31.15	695.75	18,089	41	88,99,788
4	Driver	220	236	100	556	150	74.28	33.54	37.98	851.80	22,147	10	26,57,640
Total Annual Man power charges												76	1,83,24,600
Annual Service Charges in Percentage (%) of Annual Manpower charges (L)												%	-----
Annual Service Charges in figure												-----	-----
Annual Service Charges in words (Rupees)												-----	-----

Note:-

1.	Minimum wages as notified by the Govt. of India and amendment issued from time to time shall be strictly followed.
2.	Actual Service Tax will be born by CMRL on reimbursement basis on submission of proper invoice.
3.	The Statutory revision (over and above mentioned rates) if any on Wages, VDA, EPF, ESI, Bonus, etc. due to notification of appropriate authority, the same will borne by CMRL on reimbursement basis on submission of proper invoice.
4.	The price for Annual Service Charges to be quoted in percentage on Annual Manpower charges (L) and the amount to be mentioned in figure and words without any cutting/overwriting in the appropriate column.
5.	The Annual Service charges to be rounded off to next multiple of 10. While rounding off, paise should be ignored but any amount of a rupee or more should be rounded off to next multiple of 10.
6.	The Annual Service Charge quoted in percentage (%) for man power will remain same and applicable for entire contract period even if the contract is extended and the manpower is reduced or increased.
7.	Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of CMRL.
8.	Lowest Bidder (L1) will be decided on the lowest Annual Service Charges quoted by the tenderer.
9.	In case of discrepancy or error/overwriting in quoting of Annual Service charges in percentage/figures/words, then the lowest rate among them will be considered for evaluation process.
10.	In case, two or more technically qualified bidders quote the same amounts in the Commercial Bid, which is the Lowest (ie L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
11.	The quantum of services mentioned in this Tender document is only indicative and may be reduced or enhanced as per CMRL requirement. The payment for services for Manpower will be paid proportionately as the case may be on the accepted rate.

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

POWER OF ATTORNEY FOR SIGNING OF BID

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

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

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

(Signature, name, designation and address)

Witnesses:

(Notarized)

1.

2.

Accepted

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

Notes:

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

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

EXPERIENCE CERTIFICATE

(on Client's Letter Head)

This is to certify that, M/s _____ (Company's Name) having its office at _____ (Address of Company), is working / had worked from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY) with us (Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions) [select applicable service or if any other service please mention], at the location _____ for the provision of Outsource Management Services of -----
------(Please specify the service).

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

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

Incase of ongoing work/service ,please indicate the annual payment for last three financial years

Company Seal

Signature _____
Name of Signing Authority _____
Designation _____

Note:

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

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

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

(Signature of the Bidder)

Seal

Name:
Address:

Date: _____

TECHNO-COMMERCIAL ANNUAL FINANCIAL TURNOVER OF THE BIDDER

Annual Turnover of the bidder

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

Tender No: **MSP-01-CMRL Depot Admin Building/2017**

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

Note:-

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

(Bidders Signature and Name)

Name of the authorized signatory:
Bidders Seal

(Chartered Accountant's Signature & Date)

Name of the CA:

Chartered Accountant's Seal

CA Registration Number:

CA's Address:

CA's Telephone / Fax Number

Tender No: **MSP-01-CMRL Depot Admin Building/2017****Mandatory Information for Eligibility of the Bid**

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

SI No	Techno-Commercial Criteria	Details (to be filled by the bidder)	Reference Page Nos.	
			From	To
1	Name of the Bidder			
2	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.			
3	Full Office address (located at Chennai) of the Bidder with Telephone No. and Fax No.			
4	Specify the Legal Status of Bidder Company / Partnership Firm / Individual			
5	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business.			
6	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. duly attested by Notary			
7	Details of Tender document fee: Rs. _____ (Rupees _____ only) in the form of Demand Draft in favour of "Chennai Metro Rail Limited" payable at Chennai drawn from any Public Sector Bank in India approved by Reserve Bank of India.			
8	Details of Earnest Money Deposit (EMD):Rs. _____ (Rupees _____ only) in the form of Demand Draft or an unconditional Bankers Guarantee in favour of "Chennai Metro Rail Limited" payable at Chennai branch from any Public Sector Bank in India approved by Reserve Bank of India.			
9	Bank Account No. of the Company (Please enclose self attested photocopy)			
10	PAN of the Bidder (Please enclose self attested photocopy of PAN)			
11	Service Tax / VAT Number of the Bidder (Please enclose self attested photocopy of Service Tax / VAT Registration Certificate issued by relevant authorities)			
12	PF Registration of the Bidder (Please enclose self attested photocopy)			
13	ESI Registration of the bidder (Please			

	enclose self attested photocopy)					
14	Work Experience in similar works	SIN o	Year of contract	Estimated cost of work (inRs.)	Percentage (%) to estimated work value	Reference page Nos.
		1				
		2				
		3				
15	Turnover of the Bidder for the preceding three years, viz., FY-2013-14, FY-2014-15 and FY-2015-16. (Please enclose a statement duly certified by Chartered Accountant).	Year		Value (in Rs.)		Reference page Nos.
		2013-14				
		2014-15				
		2015-16				
		Average Turnover				
16	Profit and Loss account for the preceding three years, viz., 2013-14, 2014-15 and 2015-16 (Please enclose a statement duly certified by Chartered Accountant).	Year				Reference page No
		2013-14				
		2014-15				
		2015-16				
17	IT Return for the last 3 Financial years(Please enclose self attested photocopy).					
18	Copy of licence under Contract Labour Act 1970 (Please enclose self attested photocopy).					

Note:

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

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

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

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

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

(Signature of the Bidder)

Date:
Name:
Address:

TO WHOMSOEVER IT MAY CONERN

Tender No: **MSP-01-CMRL Depot Admin Building/2017**

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

Seal
Date:
Place:

**Authorized Signatory
(Name)**

TO WHOMSOEVER IT MAY CONCERN

Tender No: **MSP-01-CMRL Depot Admin Building/2017**

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

Seal
Date:
Place:

**Authorized Signatory
(Name)**

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

Tender No: **MSP-01-CMRL Depot Admin Building/2017**

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

Note: 'Yes' answer to any of the above 1 to 11 points shall disqualify the Bidder.

Performance Bank Guarantee Bond

The Managing director,
CMRL.

1. In consideration of the "Chennai Metro Rail (CMRL)" having agreed to accept from _____ (hereinafter called "the said Licensee/s with address), under the terms and conditions of an Agreement/Acceptance letter dated _____ made between _____ and _____ (hereinafter called " the said License Agreement") the Performance Guarantee for the due fulfilment by the Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.-----/- (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of _____ Licensee/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said Licensee(s) of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name and address of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CMRL stating that the amount claimed is by way of loss or damage caused to or suffered by the CMRL by reason of breach by the said Licensee/s of any of the terms or conditions contained in the said agreement or by reason of the Licensee/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to CMRL under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the CMRL any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s)/ supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee(s)/suppliers (s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department of CMRL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Licensee (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date of completion plus Six months) we shall discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate the name and address of the Bank) further agree with the CMRL that the CMRL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Licensee(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the CMRL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being

granted to the Licensee(s) or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Licensee (s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Licensee (s)/Supplier(s).
7. We, _____ (indicate the name and address of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing.
8. Bank Guarantee payable will at designated Bank Branch located in Chennai.

Date this _____ day of _____ 2017

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 _____ 2017 by
M/s. [Thiru/Tmt/Selvi] _____ represented by its Managing Director,
_____, son/daughter of _____ having administrative Office at
_____ hereinafter called INDEMNIFIER – CONTRACTOR

AND

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

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

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

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

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

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

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

1. WITNESS: -----
NAME & ADDRESS

2. WITNESS: -----
NAME & ADDRESS

BANK DETAILS FOR REFUND OF EMD THROUGH NEFT

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

Certified that the information furnished above is correct.

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

BANKER'S GUARANTEE FOR EMD

In consideration of the Chennai Metro Rail Limited (hereinafter referred to as **CMRL**) having agreed to accept from[here in after called "the said Bidder(s)"] Earnest Money in the form of Guarantee Bond, under the terms and conditions of Tender No. **MSP-01-CMRL-Depot Admin Building/2017** for provision of Man Power Service at CMRL Depot Admin Building, in connection with the said Bidder of the stipulation to keep the offer open for acceptance for a period of days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh unconditional 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. --- -----/- (Indian Rupees ----- only), we,..... Bank Ltd., do hereby undertake **unconditionally** to pay on demand to the CMRL, the sum of Rs. -----/- (Indian Rupees ----- 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 180 days from the date of its execution ie wef ----- and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of CMRL in writing.

Bank Guarantee payable will at designated Bank Branch located in Chennai.

Dated thisday of20

ForBank Ltd.

Seal of the Bank

Witness-1:-----
(Name and Address)

Witness-2:-----
(Name and Address)

CHECKLIST OF DETAILS AND DOCUMENTS TO BE SUBMITTED

Sl No	Details / Documents submitted	Please state 'yes' or 'no'
1	Have you attached Bank Draft for the amount of Tender Document Cost or Receipt of acknowledgement towards payment of Tender Document cost ?	
2	Have you attached Bank Draft/BG towards EMD amount (Annexure-12).	
3	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-02.	
4	Have you attached details of Techno Commercial Experience of the Bidder as in Annexure-03 along with supporting documents.	
5	Have you attached details of Techno Commercial Turnover of the Bidder as in Annexure-04 along with supporting documents.	
6	Have you attached Mandatory information for eligibility of the Bid with all certified copies as stated vide Annexure-05.	
7	Have you attached undertaking for Third Party Audit agreement as per proforma in Annexure-06.	
8	Have you attached Certification for non-engagement of middlemen or agent as per proforma in Annexure-07.	
9	Have you attached Initial Filter Criteria (On Company's Letter head) as per Annexure-08 and undertaking on Rs.100/- non judicial paper.	
10	Have you attached "Indemnity Bond" on non judicial stamp paper of Rs.100/- as per the Annexure-10.	
11	Have you attached bank details for Refund of EMD as per Annexure-11 along with a cancelled cheque.	
12	Have you signed and serially numbered all pages of the Tender Document. (To be signed by the authorised signatory as per the Power Attorney given in Annexure-2).	
13	Have you <u>attached the</u> in the Financial Bid (Packet-B) as per proforma given in the tender document.	

Seal of the Bidder

Signature:.....

Name of Authorised Signatory:.....

Date

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