CHENNAI METRO RAIL LIMITED

CMRL-PS&OHE-01-2017

“Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS with necessary accessories”

Open Tender
(February 2017)

Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
Chennai 6000107

Cost of tender book: ₹10,000/- (hard copy)
₹8,000/- (soft copy Downloaded from website)
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DISCLAIMER

1. CHENNAI METRO RAIL LIMITED, (hereinafter mentioned as CMRL) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications, which may be required by CMRL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL shall not be liable in any manner.

2. CMRL will have no liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of CMRL or otherwise arising in any way from the selection process of the License.

3. The issue of this Document does not imply that CMRL is bound to select the Bidder or to appoint the Selected Bidder. CMRL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. CMRL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.

4. CMRL reserves the right to change / modify / amend any or all of the provisions of this Bid Document at any stage. Such changes shall not be notified to all bidders who have bought the tender document.

5. Bidders are advised to remain vigilant and monitor the website www.chennaimetrorail.org for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates.
Notice Inviting Tender
CHENNAI METRO RAIL LIMITED  
CHENNAI 600107, INDIA  
Corrigendum  
NIT No. Tender No. CMRL-PS&OHE-01-2017  
CMRL invites sealed Open Tender under Single stage Two envelope (Technical & Financial) with initial filter for works as detailed below:

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<td>Name of work</td>
<td>Tender No. CMRL-PS&amp;OHE-01-2017 Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.</td>
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<td>2</td>
<td>Approximate cost of works</td>
<td>INR 80 Lakhs. (Rupees Eighty lakhs only/-)</td>
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<td>3</td>
<td>Tender Security Amount (EMD)</td>
<td>INR 80,000/- (Rupees Eighty Thousand only).</td>
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<td>4</td>
<td>Tender validity</td>
<td>120 Days from Date of Submission of works</td>
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<td>Duration of Contract (Completion period of the work)</td>
<td>90days</td>
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<td>Tender Documents on sale</td>
<td>From 22.02.2017 to 08.03.2017 Between (10.00 Hrs to 17.30 Hrs) on working days</td>
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<td>Cost of Tender Documents (Non-refundable)</td>
<td>1. The Tender documents can be downloaded from the internet, if so desired (see below for website details). There will be a non-refundable Tender submission fee of Rs.8,000/- (Rupees Eight Thousand only) including TNVAT in the form of Demand Draft in favour of Chennai Metro Rail Limited payable at Chennai to be submitted along with bid. 2. A hard copy of the complete tender documents is available on payment of non-refundable fee of Rs.10,000/- (Rupees Ten thousand only) including TNVAT from CMRL office in the form of Demand Draft in favour of Chennai Metro Rail Limited payable at Chennai.</td>
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<td>Last date of seeking clarification</td>
<td>04.03.2017 (Upto 14:00 hrs)</td>
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| 9 | Date and Time of submission of Tender | 09.03.2017 up to 14:00 hrs at office of the CGM/IEI, CMRL,  
Address:  
Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee I lhigh Road, Koyambedu, Chennai 600 107  
Tel No.044-2379 2227, 2379 2202  
Fax No.044-2379 2213, Email id: E-mail ID: cgmei.cmrl@tn.gov.in |
| 10 | Date and Time of opening of Tender (At the place of submission) | 09.03.2017 at 14:30 hrs |
| 11 | Authority and place of purchase of Tender Documents | Chief General manager/ Electrical Inspector, CMRL,  
Address:  
Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai 600 107  
Tel No.044-2379 2227, 2379 2202  
Fax No.044-2379 2213, Email id: E-mail ID: cgmei.cmrl@tn.gov.in |
| 12 | Bidders barred from bidding for this work | Those who are single or JV under suspension, debarred, backlisted by GOI, GOTN,PSU’s, Metro Rail Corporations, CMRL or whose contracts were terminated as on date of submissions of bid are |

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<td><a href="http://www.chennaimetrail.org">www.chennaimetrail.org</a></td>
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Note: If the date of submission of tenders happens to be a public holiday, Tenders will be received and opened on the next working day at the same venue and time.

Chief General Manager (Electrical Inspector)
Chennai Metro Rail Limited
INSTRUCTION TO TENDERERS
INSTRUCTION TO TENEDERS

1.0 General Instructions

1.1 Chief General Manager/Electrical Inspector on behalf of CMRL, invites tenders for “Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS with necessary accessories”

1.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender. All offers in the prescribed format at Annexure-1 should be submitted by the prescribed date and time fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date, will be summarily rejected.

1.3 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. In the event of any dispute between an offer in a language other than English and its English translation, the English translation will prevail.

1.4 Notice of Invitation to Tender
   (a) Instructions to Tenderers
   (b) General Conditions of Contract
   (c) Special Conditions of Contract
   (d) Schedule of requirement (Technical Specifications)
   (e) Annexures (1 to 12)

1.5 Clarification of Tender Documents if any:-
   Any clarification to be sought by the prospective bidders must be raised before 5 days to the bid submission in writing by the authorized representatives who shall be physically present at CMRL or by Email (amet.cmrl@tn.gov.in). In this regard the representatives shall bring their authorization letter from the participating firm or Mail that along with query. Clarification for the queries raised will be published/ Displayed at CMRL’s website on subsequent day itself. No separate communication in this regard will be further entertained.

1.6 Amendment of Tender Documents
   Any amendments to this tender document will be published in the CMRL’s official website. Prospective bidders are requested to regularly check the same in their own interest
2.0 **COMPLIANCE WITH TECHNICAL SPECIFICATION**

2.1. The equipment offered should be in accordance with the stipulated technical specifications in "Schedule of Requirements".

2.2. The bidders must comply with the stipulated technical specifications as mentioned in the tender documents.

3.0 Empty

4.0 **Eligibility Criteria**

Average Annual financial turnover during the last 3 financial years, should be atleast 30% of the estimated cost.

Tenderer with Experience of having successfully completed similar works during last 7 years ending last day of month pervious to the one in which applications are invited should be one of the following:-

- Three similar completed works costing not less than the amount equal to 40% of the estimated cost: or
- Two similar completed works costing not more than the amount equal to 50% of the estimated cost: or
- One similar completed work costing not less than the amount equal to 80% of the estimate cost.

4.1 **Other Criteria**

In addition to the foregoing, Bidders should satisfy the following conditions:

1. The Bidder either single or JV should not have been suspended barred, blacklisted by GOI, GOTN, PSU’s, Metro Rail Corporations, CMRL or whose contracts were terminated as on date of submissions of bid are ineligible to apply for this tender work.

2. The Bidder, and its Affiliates should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Affiliates, as the case may be, nor have been expelled from any contract by any Government Authority nor have had any contract with a Government Authority terminated for breach by such Bidder. A declaration to this effect shall be submitted
with the Bid Document

3. The Bidders shall not have defaulted on any bank/ institutions' loans in the past. They should not be defaulters in payment of statutory dues or liabilities. They should not have been under blacklisting by any Government Authority now.

4. Bidders with history of nonperformance of contract since 1st March 2014 due to contractor's default, pending litigation in total representing more than fifty percent (50%) of bidder’s Net worth with consistent history of court/arbital award decisions against bidder since 1st march 2014 are ineligible to apply for this tender work.

5. Undertaking by the Bidder to conduct third party audit by an independent agency authorized / prescribed by CMRL every three months along with regular in-house audit. Annexure -14a.

6. 4.2 Conflict of Interest

The Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

1. A constituent of such Bidder is also a constituent of another Bidder; or Such Bidder, or
2. any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
3. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
4. Such Bidder, or any Affiliate thereof has a relationship with another Bidder, or any Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s' information about, or to influence the Bid of either or each other; or
5. Such Bidder, or any Affiliate thereof has participated as a contracted to the CMRL in the preparation of any document, design or technical specifications; or
6. A Bidder shall be liable for disqualification if any legal, financial or technical officer/staff/adviser of CMRL is engaged by the Bidder, its Member or any Affiliate hereof, as the case may be, in any manner for matters related to or incidental
5.0 Earnest Money Deposit

5.1 The Earnest Money Deposit shall be only in the form as mentioned below:

a) Demand draft of Rs 80,000/- (Rupees eighty thousand only) in favour of Chennai Metro Rail Ltd, Indian From any Nationalized Bank/scheduled commercial bank in India. The validity of the same should be at least 148 days from the date of opening of tender.

5.2 No interest will be paid by the Purchaser on the Earnest Money Deposit.

5.3 The Earnest Money Deposit is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.

5.4 The Earnest Money Deposit of the successful tenderer will be returned after the Contract Performance Bank Guarantee as required (clause-9 of the General conditions of contract) is submitted.

5.5 If the successful tenderer fails to furnish a Performance Bank Guarantee as specified in clause 9 of the General Condition of Contract, then the Earnest Money Deposit shall be liable to be forfeited by the contractor.

5.6 The Earnest Money Deposit of all unsuccessful tenderers will be returned on issue of LOA of the tender.

5.7 Any tender not accompanied by Earnest Money Deposit in the approved forms given in clause 5.1 shall be summarily rejected.

6.0 Pre Bid Meeting:

No prebid meeting is proposed

7.0 Number of bids and costs thereof

No Bidder shall submit more than one Bid. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The CMRL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process

8.0 Language

The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished
by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

9.0. SUBMISSION OF OFFERS

9.1 All offers shall be in typed format only. No hand written bids will be accepted.

   i) This is a single stage two packet open tender with initial filter. Tenderer has to submit their offer single packets. Both technical and commercial offer shall be submitted in the separate packet put into single packet.

Bid shall contain the following:

   a) Earnest Money Deposit (EMD)
   b) Technical bid as in Annexure 3a & 3b
   c) Documents related to qualifying requirement and undertaking by Bidder as Annexure-2, Annexure-9
   d) Cost of tender document in form of DD as indicated in NIT and undertaking for downloading declaration (Annexure-7) if the tender document is downloaded from CMRL’s website
   e) Checklist as per Annexure-6(a) to be filled.
   f) Other annexure filled properly as in prescribed format
   g) Initial Filter filled with declaration as per annexure 13
   h) Price bid as per format given in tender document as Annexure-1.

Only item no (g) shall be put in financial bid.

9.2. Any individuals signing the tender or other documents connected therein should specify whether he is signing:

   i) as sole proprietor of the concern or as attorney of the sole proprietor;

   ii) as a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the board of directors or in pursuance of the authority conferred by Memorandum of Association.

9.3 The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification.

9.4. The price shall be written both in figures and words in the prescribed offer form.
9.5 The Tenderer shall be in sealed in the envelope super scribing “Design, Manufacture, Supply, erection, testing training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS with necessary accessories”

i) The envelope (all envelopes) shall
   (a) be addressed to the CMRL at the address given in the Invitation of Tender, and
   (b) bear the tender Number.

ii) Unsealed bids will be summarily rejected (fiannce & technical packets also to be sealed).

iii) Offers shall be as per the requirement of the Tender documents.

iv) Each page of the offer must be numbered consecutively, should bear the tender number and should be signed & sealed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.

v) The tenderer should avoid ambiguity in his offer e.g. if his offer to his standard sizes, lengths dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as 'standard lengths' etc. should be avoided in the offer.

10.0 PRICE BASIS

10.1 All the bidders are required to quote in Indian National Rupee (INR) in the format as given in annexure 1

10.2 CURRENCY OF PAYMENT

   The contract price will be paid only in the Indian National Rupee (INR).

10.3 The prices quoted shall be final and not subject to any variation.

11.0 INSURANCE

11.1 All risk cover like transit, storage, erection insurance including labour insurance for the erection team shall be arranged by the successful bidder.

11.2 In case of imported equipment, the successful bidder needs to get the required waiver certificates/documents if any from the CMRL well in advance. All such benefits arising on ground of waiver of various tax components must be passed to the CMRL.
12.0. OPENING OF TENDERS

12.1. Opening and Evaluation of Technical offer

i) CMRL will open the Tenders in the presence of bidder's designated representatives who choose to attend, at the time, date, and location as stipulated. All bidders or their Representatives must bring with them an authority letter on the letterhead of the bidder or their Indian Representative (as the case may be) duly signed by Competent Authority to attend the Tender opening. Failing to which they will not be allowed to attend the opening of the Tenders at CMRL.

ii) CMRL shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the CMRL may consider appropriate, will be announced by the CMRL at the opening.

iii) Eligibility Criteria and initial filter of the bidders shall be verified. Only who clear the initial filter and Eligibility Criteria shall be treated as responsive.

iv) Technical document shall be evaluated based on the requirement of tender documents for those who qualify the eligibility criteria and initial filter.

v) The determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

vi) Completely filled check list as mentioned in Annexure-6(a).

12.2 Opening of Financial offer

i) Financial offers of only technically qualified and responsive bidders will be opened.

ii) If there is a discrepancy between words and figures, the amount in words will prevail.

13.0 EVALUATION OF THE OFFERS

13.1 Financial offers will be opened in the presence of bidders who prefer to attend as mentioned clause 12.

13.2 The tenders received will be evaluated by the CMRL to ascertain the lowest acceptable tender in the interest of the CMRL, as specified in the specification and tender documents.

13.3 The offers received from bidders should inclusive of all taxes and Duty. In case concessional duty or taxes are applicable, the tenderer should quote accordingly.

13.4 The Letter of Award will be given to the lowest bidder (L1) who has already qualified in the technical evaluation.
13.5 Other terms and conditions for evaluation of financial offers will be as mentioned in Special Conditions of Contract.

14.0 ACCEPTANCE OF TENDER

14.1 CMRL may accept or reject any offer without assigning any reason.

14.2 Successful bidder will be communicated by CMRL.

15.0 EFFECT AND VALIDITY OF OFFER

15.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim, against the CMRL for rejection of offer. The CMRL shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.

15.2 The offer shall be kept valid for acceptance for a minimum period of 120 (one hundred and twenty) calendar days from the date set for opening of tenders.

16.0 GENERAL

16.1 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Offers, which are not complete in all respects as stipulated above, may be summarily rejected. For tender’s guidance in submitting complete offers, a check List has been enclosed with the tender documents Annexure-6(a) which must be filled in the furnished with the tender.

17.0 LAST DATE OF RECEIPT OF TENDERS

17.1 The offers complete in all respects should reach the Chennai Metro Rail Limited, Chennai, INDIA, not later than the time and date as specified in the "NIT".

17.2 late bids will not be after accepted schedule date/time and will be summarily rejected.

18.0 TENDER BOX

18.1 The offers complete in all respects should reach the Chennai Metro Rail Limited, Chennai, INDIA, not later than the time and date as specified in the "NIT" and the tenderer is required to put the tender document into the tender box in the office of Chennai Metro Rail Limited.

19.0 CHECK LIST
19.1. A check List has been included at Annexure-6(a) of this document. Bid submitted without checklist is liable to be rejected. The tenderers must fill the Check List & submit along with their offer.
General Contract Conditions

1.0 Definitions

Capitalized terms in this Bid Document shall, unless the context otherwise requires, have the following meanings:

1.1 "Applicable Law" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and / or of any statutory authority in the Republic of India, and specifically including the municipal and local authorities in Chennai, Tamil Nadu, whether in effect on the date of issuance of this Bid Document or thereafter;

1.2 "Applicants" shall mean persons who have purchased this Bid Document in accordance with the terms hereof;

1.3 "Bid" shall mean a valid, final and binding offer, which includes the Qualification and Technical Documents and Financial Proposal(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document;

1.4 "Bidder" shall mean a single Bidder who submits a final, valid and binding Bid, on the terms and conditions contained in this Bid Document;

1.5 "Bid Document" shall mean this bid document, including all annexure, appendices attached hereto and any addenda issued in accordance with the terms hereof;

1.6 "Bid Due Date" shall mean the cut-off time and date for submission of Bids as mentioned in the Key Details;

1.7 "CMRL" shall mean the Chennai Metro Rail Limited, a joint venture company constituted by the Government of Tamil Nadu and the Government of India and incorporated under the Companies Act, 1956, having its registered office at Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai 6000107

1.8 Cost of Tender Document: Means the cost of printed Tender Document for this particular work. If the document is Downloaded by the bidder, The cost of the Tender Document Should be attached with offer.

1.9 "Eligibility Criteria" shall mean the mandatory eligibility requirements to be satisfied by each Bidder as per Clause 2.6 of Section 2 of this Bid Document.

1.10 "EMD" or "Earnest Money Deposit" shall mean the deposit to be furnished by the Bidders in accordance with Clause 2.10 of Section 2 of this Bid Document;

1.11 "Financial Proposal" shall mean an unconditional and unequivocal financial proposal in respect of a particular Package to be provided in the relevant format provided.
1.12 "Government Authority" shall mean the Government of India, the Government of Tamilnadu, and any other government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof:

1.13 Key Details" shall mean the details provided in Section I of this Bid Document;

1.14 "Qualified Bidders" will mean those Bidders who have been shortlisted after financial evaluation of the Qualification and Technical Documents;

1.15 "Selected Bidder(s)" shall mean the Bidder(s) selected by CMRL for the purposes of executing the subject to and on the terms and conditions specified therein.

1.16 “Similar works” shall mean the similar kind of work involving 33kV or above and works related to power factor correction.

1.17 "Technical Qualifications" shall mean the qualifications listed in clause 2.3.

1.18 "Working Day" shall mean any day other than a Sunday or a public holiday within the State of Tamilnadu.

2.1 “Acceptance of Tender’ means the letter or memorandum communicating to the Contractor regarding the acceptance of his tender.

1.19 “Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements (BOQ and Technical Specification), Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.

1.20 "Drawing" means the drawing or drawings specified in or annexed to the specification;

1.21 The “Inspecting Officer” means the person/team of CMRL specified in the contract for the purpose of inspection of equipment and includes his/their authorized representatives;

1.22 "Particulars" include:-
   a). Specifications;
   b). Drawings
   c). "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
   d). Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

1.23 “Inspection Test” means such test or tests as are prescribed by the specifications to be made by the purchaser or his nominee during installation, and commissioning.

1.24 “Purchase Officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;

1.25 The "Purchaser" means Chennai Metro Rail Ltd (CMRL).
1.26 "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
1.27 "Site" means the Stations (as specified in Annexure-8) specified in the contract at which equipment is required to be delivered by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
1.28 “System” means an integration of all necessary equipment to achieve the aim of contract.
1.29 “Equipment” means the goods in the contract, which the Contractor has agreed to supply under the contract;
1.30 "Test" means such test as is prescribed by the particulars or considered necessary by the CMRL whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
1.31 “Work” means all the work specified or set forth and required in and by the said specifications, drawings and "schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and "Schedule of Requirements").;
1.32 “Completion” means supply, erection, testing, training and Commissioning of system as specified in technical specification in SCC and Annexure-8
1.33 “Writing” or “Written” includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
1.34 “MTBF” means Mean time between failure
1.35 “Failure” all failure that required subsequent maintenance. This further classified as type 1 & type 2
1.36 “Type1 failure” any failure that leads to non-operational/shutdown or derating of the active filter from the intended purpose.
1.37 “Type 2 failure” any failure that does not cause any shutdown or derating of the active filter from any intended purpose.

2.0 CONTRACT DOCUMENTS

2.1 Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

3.0 Order of Precedence

3.1 The order of precedence shall be as below

a) Annexures
b) Schedule of requirement
c) Special Contract Condition
d) General Contract Condition
e) Information to tenderers
f) Notice inviting tender

4.0 SEVERE ABILITY

4.1. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5.0 TIME FOR COMMENCEMENT AND COMPLETION

5.1. The time of commencement shall be immediately on sate of signing the LOA.

5.2. The Contractor shall commence work on the Facilities within the period specified in the Schedule of Requirement and without prejudice to the Contract and shall thereafter proceed with the Facilities in accordance with the time schedule specified.

5.2. The Contractor shall attain Completion of the system (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Tender Data Sheet.

6.0 CONTRACTOR’S RESPONSIBILITIES

6.1. The Contractor/Bidder shall Design, Manufacture, Supply, Erect, Commission, and carry out defect liability period (DLP) for filter and its accessories.

6.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser. The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

6.3. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

7.0 CONFIDENTIAL INFORMATION

7.1. The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
7.2 The Contractor shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

8.0 CONTRACT

8.1. This contract is for the Design, Manufacture, Supply, Erection, testing, training and Commissioning of the entire system of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused.

8.2. The whole contract is to be executed in the most approved, substantial and workman like manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

9.0 PERFORMANCE BANK GUARANTEE (PBG)

9.1. The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid for 5 years 6 months in the proforma attached (Annexure 5) from a Nationalized Indian Bank within 10 days from the receipt of Letter of Award (LOA) of the tender for an amount equivalent to 7.5% of the value of the LOA. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor.

9.2. Failure to submit PBG within 10 days from the LOA will attract LD of 0.5% per week of the total LOA subject to maximum of 10% of the LOA value after which the contract will be deemed to cancel.

9.3. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser may suffer.

9.4. As and when an amendment is issued to the contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Purchaser a fresh Performance Bank Guarantee rendering the validity and value as mentioned in the Tender document / Amendment issued.

9.5. Performance bank guarantee shall be extended in terms of 3 months on its expiry, if the Contractor fails to obtain the Final Acceptance certificate from purchaser duly completing the commissioning of system in all respect and completion of DLP as in
Annexure-11. Failing to above will entitle the purchaser to encash the performance bank guarantee without any notice.

9.6 The Performance Bank Guarantee is furnished as Annexure-5.

9.7 The performance Bank Guarantee shall be accepted only after signing of contract document.

10.0 TAXES AND DUTIES

10.1 The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.

Note:- NO concessional form if any will be issued by CMRL for any item

10.2 In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser.

11.0 Completion

11.1 The contractor shall complete the facility in all respect as specified in the schedule for requirement, SCC and Annexure 8. Duly proving the performance as specified in Annexure -11

12.0 NOTIFICATION OF COMPLETION

12.1. Notification of completion in regard to system at each substation shall be made to the Purchaser immediately on commissioning.

13.0 TIME FOR AND DATE OF DELIVERY: THE ESSENCE OF THE CONTRACT

13.1 The time for and the date specified in the contract in Annexure 4 or as extended for the completion of system and shall be deemed to the essence of the contract and system must be completed not later than the dates so specified in Annexure 8 or extended by Purchaser.

13.2. Progressing of work

The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the work under the contract.
13.3. Failure and Termination

If the contractor fails to commission the system or any quality defect or performance defect thereof within the period fixed for completion of work in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights:

(i) Recover from the Contractor as a penalty a sum equivalent to 1% value of total contract value per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the purchaser.

13.4. Extension of Time

The purchaser may extend the timeline for completion of system at his own discretion due to the reasons which may be beyond the control of purchaser. The price quoted shall remain same even in case of extended completion time line. However in case of extended completion the DLP will start from the actual completion date as per the acceptance certificate issued by the purchaser.

13.5. Consequences of Rejection

If on the inspection, of any equipment at site/factory is found to be not matching the requirement of purchaser as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CMRL or its representatives, the Contractor would be required to make satisfactory supplies of equipment meeting the requirement as mentioned in the tender document within the stipulated period of completion.

13.6. Removal of rejected stores

(i) On rejection of any equipment submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.

(ii) All rejected equipments shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such equipments are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CMRL representatives or its authorized personnel may remove the rejected equipments. The purchaser shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipments after the expiry of the time-limit
13.7 FORCE MAJEURE

In the event of any unforeseen event during the currency of the Contract, such as earth quake, war, fires, floods, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

14.0 PAYMENT TERMS

14.1 The standard payment terms subject to recoveries, if any, by way of Liquidated Damages will be as under:

14.2 The payments to Contractor are subject to recoveries, which are due from the Contractor as indicated in the relevant clause of this section.

14.3. Payment will be made at the accepted rates for all the works done according to the specifications and measurements and after commissioning of the same.

14.4 The payment schedule is as follow

(i) The Contractor shall submit an invoice / Bill in Duplicate (2 copies) to the CMRL in prescribed form approved by the CMRL field representative not below the rank of Assistant Manager or Assistant Engineer.

(ii). A payment of 97.5% of payment for each cost center shall be paid on achieving KDs as in annexure 4, remaining 2.5% (retention) shall be paid after completion of 1 year of successful performance of the system (as per annexure 12) duly after receiving Retention Bank Guarrant equal to 2.5% of contract value.

14.5 Payment shall be affected within 21 days of receipt of claim after due deductions of all statutory payments, taxes, penalty and other deductions applicable.

15.0 RESPONSIBILITY FOR COMPLETENESS
15.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the equipment must meet the operational requirement at the place of delivery.

15.2. The work (on turn-key basis) shall be performed at the substations specified in the contract as per Annexure-8

15.3. All the charges incurred towards, man-powers, materials, laying of cables, transportation, making the equipment operational etc. at the place of delivery shall be borne by the successful bidder.

16.0 INDEMNITY

16.1. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

16.2. The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

17.0 CORRUPT PRACTICES

17.1 The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code,1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 13.2.
17.2 Integrity pact shall be strictly maintained.

18.0 INSOLVENCY AND BREACH OF CONTRACT

18.1 The Purchaser may at any time, be notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:-

18.2 if the Contractor being an individual or a firm. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

18.3 if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

18.4. if the contractor commits any breach of the contract not herein specifically provided for.

18.5 Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

19.0 LAWS GOVERNING THE CONTRACT

19.1. This contract shall be governed by the Laws of India for the time being in force.

19.2. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

19.3. Jurisdiction of Courts:- The Courts of the place from where the acceptance of tender has been issued shall above have jurisdiction to decide any dispute arising out of or in respect of the contract.

20.0 ARBITRATION
20.1 In case of any disputes arising between the purchaser and the bidder, the matter will be referred to the Arbitrator solely appointed by the MD of CMRL. All the decisions made by the Arbitrator shall be final and binding to both the parties.

20.2 Cost of Arbitration

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

20.3 Jurisdiction of Courts

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

20.4 Suspension of Work On Account Of Arbitration

There should be no impact on the ongoing Supply, Erection, Testing, Commissioning, system in case the matter is referred to Arbitration.

21.0 WARRANTY/DEFECT LIABILITY PERIOD(DLP)

Warranty/DLP is to be followed as mentioned in Schedule of Requirement.

22.0 The life cycle of contract is as follow

22.1 Release of NIT

22.2 Sale of tender books

22.3 Bid Submission

22.4 bid evaluation

22.5 LOA

22.6 Signing of Contract

22.7 Drawing/Design approvals

22.8 Erection work

22.9 Statutory Inspection: After completion of all physical work in one substation, contractor shall raise RFI for the facility completion. On inspection by employer shall offer the same to the statutory inspection if required
22.10 Commissioning: on receipt of statutory inspection approval which may be required, the contractor shall commission the system duly complying all punch points ensuring safety to personals and other equipment existing in the substation

22.11 Work completion certificate: On commissioning duly complying all punch point the completion certificate raised by contractor shall be approved.

22.12 Performance certificate: performance certificate shall be issued to contractor on successful performance of the system for a period of 1 year from the date of commissioning. 5% retention money shall be released

22.13 Final acceptance certificate: After successful completion of satisfactory performance for 5 years from commissioning of all equipment of the contract as per annexure 8, Final acceptance certificate shall be issued. DLP shall be deemed to be completed on receipt of final completion certificate.

23.0 Quantity variation
23.1 The employer reserves the right to add or delete the quantity by 30% based on requirement without change in price per unit.

24.0 LABOUR LAWS, PROVIDENT FUND, ESI etc.

24.1 The Licensee shall obtain all legal licenses and approvals before the commencement of license; otherwise the contract shall stand cancelled.

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

i. Name in full
ii. Father’s name
iii. Date of Birth
iv. Present Address
v. Permanent Address
vi. Educational Qualification
vii. Experience in relevant field of activity
viii. Whether any antecedents of Police cases(Police verification certificate to be enclosed).
ix. On top of every CV, the proposed category is also to be indicated.

24.3 The Licensee shall comply with the provisions of all labour legislation’s including the requirements of:

i. The Contract Labour Act, 1970
ii. Minimum Wages Act 1948
iii. Weekly Holidays Act 1942
iv. Prevention of Child Labour Act 1986 (No child labour shall be employed by the Contractor)
v. The Payment of Wages Act, 1936
vi. Hours of employment Regulations
vii. The Workmen’s Compensation Act, 1923
viii. The EPF Act
ix. The Bonus Act
x. The ESI Act
xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

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

24.4 The Licensee shall enforce the provisions of ESI Act and Scheme with regard to all his employees involved in the performance of this License.

24.5 The Licensee should comply with the provisions of the Employees Provident Fund Act. They should promptly deposit P.F. deduction of the eligible employees. For this purpose, the agency must submit a certificate every month that PF amount has been deducted from the eligible employees and has been deposited with R.P.F.C. In support of this, the agency must furnish the challan / receipt for the payment made to RPFC, along with list of employees who are covered while submitting the Bills for payment.

24.6 The Licensee has to maintain record of all details called for by EPF organization for the labour employed by them and has to submit the same at any time if called for.

24.7 All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Licensee shall be borne by them. The Licensee shall take necessary steps to cover its employees under the above said enactments and shall submit proof of such compliance to CMRL periodically or at any date upon such request, as may be made by CMRL. The staff engaged by the licensee, shall at no stage have any claim for employment in CMRL. This fact should be incorporated in their appointment letter, if any, issued by the licensee.

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

24.9 In case of any enhancement in PF contribution, bonus act, ESI etc. all such increments / enhancements have to be borne by the Contractor.
24.10 The bidder shall produce certificate of Registration from the Department of Labour for engaging Contract Labours.

24.11 Each bidder (each member in the case of a consortium) shall be required to confirm and declare with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. The format is given in Annexure-14b of this Tender Document.

25.0 INJURY TO PERSONS:

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

26 to 39 DELETED
Special Contract Conditions
40.0 CONDITIONS GOVERNING THE CONTRACT

The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract.

41.0 SCOPE OF WORK

41.1 The work (on turn-key basis) covered in the tender includes “Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS with necessary accessories”

41.2 The Scope includes

(i) To Manufacture/procure 200kVA active filter matching the schedule of requirements

(iii) To Manufacture/procure necessary accessories including CTs, PTs, base frames, power and control cables.

(iv) To arrange inspection by CMRL official routine/acceptance of active filter accessories.

(v) To Transport the Active filter and accessories to Site (CMRL Substations) by road/rail/air or any other modes.

(vi) To undertake all required minor civil works (like establishing ducts, cable trays, wall opening earthing pits etc whatever may be required) in related to logistic, erection and commissioning of Active filter including cabling.

(vii) To erect/install Active filter with necessary accessories.

(viii) Provide suitable telemetering facility either on existing SCADA or through open internet.

(ix) To get statutory approval for the installations if requested.

(x) The scope of the works shall completely cover the works such as arranging
inspection of routine /acceptance of materials used execution and testing as per specification, packing forwarding, supply of equipment’s and materials at site including insurance and transporting by road/Rail/Air or any other mode

(xi) In induce training for CMRL staff on working principle, technology, maintenance and failure trouble shooting.

41.3 The Principal Manufacturer of active filter, or its authorized representatives in India is only eligible to quote for the tender. The manufacturer of the ACTIVE FILTER should also have their own office in India. The principal manufacturer or its authorized representative in India should have their own service centre. The relevant supportive documents shall be submitted along with the tender offer.

41.4 A letter from the manufacturers (Memorandum of Understanding –MOU) shall be required and to be submitted along with tender document where in manufacturer has authorized the bidder to participate in this tender on their behalf. A letter from manufacturer that the facilities required for takeup manufacturing and testing is available in their facility.

41.4 In case of any termination or dispute of contract/agreement/relationship between Authorised representative and OEM (Original Equipment Manufacturer), OEM will be laid with full responsibility of carrying the DLP work as mentioned in the tender document. An undertaking for the same from the OEM is required to be submitted in the technical bid.

41.5 The tenderer should have service support facility located in vicinity so that the manpower and required tools/plants shall be mobilised within 24 hr of any log of complain. The tenderer should provide the address and contact details of these facility.

41.6 Drawing and plans pertaining to System/sub-system design, AC & DC power distribution system, network design & protection system, installation drawings including foundation and mounting arrangement drawings etc. shall be prepared and submitted to the CMRL for approval. The work at site shall commence after the design and drawings are approved by CMRL.

41.7 The contractor shall submit the maintenance plan for each equipment supplied through this contract and attend to any failure for a period of 60 months(5 years)(DLP) from the date of issue of acceptance certificate entirely free of cost including repair and replacement of defective hardware and software, equipments, systems and sub-systems and without any cost of spares.
41.8 The work is to be carried out at the substations mentioned in the tender as per Annexure-8

41.9 Materials that are to be supplied by the Contractor for the execution of work are detailed in the schedule of requirement with relevant specifications/drawing reference mentioned in the tender document

42.0 Deleted

43.0 MATERIALS :

43.1 Materials to be supplied by the contractor for execution of the work are indicated in schedule. The contractor shall take delivery of the materials to Receiving Substation of CMRL at Koyambedu and Alandur. However any other material not specifically mentioned herewith but is required for supply, erection, testing, training and Commissioning shall be provided by the bidder at his own cost.

43.2 The contractor will, however, have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work the contractor will satisfy the CMRL that he has procured all the necessary tools/plants required of the quality. The contractor shall engage his own labour and supervisor for the execution of the covered in the contract.

43.3 The contractor shall supply all the materials as mentioned in schedule and transport the equipment to the work site at his own cost

44.0 TECHNICAL DOCUMENTS

44.1 The following technical documents and other information are to be furnished along with the equipment are required to be submitted in the technical bid

(i) Detailed technical description of each of the equipment offered,
(ii) Documents for installation details etc.,
(iii) As Build General Arrangement drawing for Each substation separately
(iv) As built Internal (both Dc & AC) wiring of active filters if any.
(v) Details of instruction for manual operation and maintenance of the servicing equipment supplied.
(vi) Test report (type/routine/site test)
(vii) Details of test accessories and test facilities provided along with write up testing and troubleshooting procedures. Technical literature of equipment to be supplied, along with the supply of materials.
(viii) All necessary software/ Originals CD/DVDs which are part of technical equipment
(ix) Guarantee/Warranty certificate to include the five year DLP period
44.2 All documents should be in English Language only

45.0 Undertaking

45.1 An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit) that they have NOT been Black listed /Debarred by any Government/Government undertaking/semi Government/ Govt. Controlled Institutions/projects/Reputed private organizations in India or Abroad as indicated in Annexure 9

45.2 An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit) stating their credentials as indicated in Annexure 6(b)

46.0 ERECTION OF EQUIPMENT

46.1 Before commencement of erection work in substation, tenderer shall perform a details study in series of activates involved in the erection work and submit the method statement to purchaser for his perusal and approval atleast 5 working days before starting the erection work.

46.2 The Method station shall minimum contain the following details

(i) Rolling schedule
(ii) Procedure of each activity
(iii) Tools/Plants/special Equipment to be used for the erection work
(iv) Risk assessment & Emergency contingency plan
(v) Details of supervisor and tentative labour details
(vi) Shutdown requirements

47.0 USE OF TECHNICAL TERMS AND CONDITIONS:

47.1 Definition of technical terms and symbols used in circuit shall be as per Indian standard specification and where such specifications are not available; they should be of British standard specifications

48.0 WARRANTY/DEFECT LIABILITY PERIOD(DLP)

48.1 The contractor shall warranty that everything to be furnished under this contract shall be free from defects and faults in. design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications, if any
and shall if operable, operate properly. This warranty shall commence from the date of issue of acceptance certificate of the installation. It shall be Five Year (60 month) from the date of issue of acceptance certificate. The contractor's liability in respect of any complaints/defects and/or claim shall be limited to the installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that the defects are brought to the notice of the contractor within the warranty period. All replacement and repairs at the CMRL shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced parts can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the CMRL.

48.1 During Warranty:
   The Tenderer shall maintain required spares either in service-office/factory at Chennai or located in vicinity such that the spare can be transported to site within 24hrs from log of complains.

49.0 deleted

50.0 TENDERER’S DRAWING AND SPECIFICATION:

50.1 Tenderer shall furnish with his tender, technical specifications and pamphlets, drawings or reference for all the equipment to be supplied for the contract.

51.0 SUPPLY OF MATERIALS TO SPECIFICATION:

51.1 All the materials and equipments to be supplied and used for execution of work shall be to Industrial grade. The tenderer has to load, unload and transport the same to the worksite at his own cost.

51.2 INSPECTION OF EQUIPMENTS
   (i) Tenderer shall rise Request for inspection (RFI) for all materials supplied under this contract before dispatch of the materials from factory for Factory acceptance test (FAT) and after completion of erection for Site Acceptance Testing (SAT). However the purchaser at his discretion has rights to issue waivel for the inspection of the same.
   (ii) In case of waivel issued the Test shall be witnessed by Tenderers representative and report shall be submitted for purchaser’s approval.
   (iii) Along with RFI Tenderer shall submit the Quality Assurance plan (QAP) duly approved by purchaser in advance.
(iv) A copy Calibration report of all apparatus and equipments used for testing shall be produced and attached along with test report for purchaser’s perusal.
(v) The cost of all tests and/or analysis affected at the manufacturer's or contractor's works shall also be borne by the contractor.
(vi) If the product which arrives at the destination does not meet the requirements of the specification, it will be rejected.
(vii) Travel expense and daily allowance of purchasers representative involved in case of any inspection shall be borne by purchaser. However in case of re-inspection due to failure in earlier inspection the travel expense and Daily allowance of purchaser shall be borne by tenderer.

52.0 TENDERER’s RESPONSIBILITY

52.1 All costs, damages and expenses which the Chennai Metro Rail Limited may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may, at the discretion of the Chennai Metro Rail Limited be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The Chennai Metro Rail Limited also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

53.0 ACCEPTANCE TESTS

53.1 Immediately after the completion of all works in an substation as per the details given in Annexure 8. The tenderer shall raise call for inspection for issue of acceptance through a formal letter.

53.2 On inspection of the system installed by tenderer in substation purchaser representative nominated shall give his comments/punch points if any.

53.3 If the purchaser is satisfied by the work, he shall give clearance for offering the facility for obtaining necessary statutory clearance if applicable.

53.4 The system shall be fit for acceptance only after the required statutory clearance if any required is obtained. On obtaining the statutory clearance tenderer shall apply for acceptance certificate through a formal letter with an attachment listing the status of the comments/punch points given by purchaser representative during his inspection. If all punch points are attended. Purchaser shall issue the completion certificate for pertaining to the substations.
53.5  Final acceptance certificate of the facility shall be issued after the satisfactory performance of the equipment for a period of 5 years. DLP shall be deemed to be over only on receipt of final acceptance certificate.

54.0 Training

54.1  The contractor shall impart professional training both classroom and practical training at CMRL premises on the following heads

- Working principle of system
- Technology used
- Maintenance
- Failure trouble shooting
- Interface SCADA operation

Cost involved in travel, accommodation or any other expense related to the trainer shall be born by the contractor.

54.2  O&M manual shall be prepared and submitted as apart of supply and training.

55 to 69 DELETED
Schedule of requirement
70.0 Scope of Work

70.1 To **Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS with necessary accessories**

(i) To Manufacture/procure 200kVA active filters.
(ii) To Manufacture/procure necessary power and control cables.
(iii) To arrange CMRL official to witness routine/ acceptance 200kVA active filter and necessary accessories.
(iv) To Transport the 200kVA active filter and accessories to Site (CMRL Auxiliary Substations) by road/rail/air or any other modes.
(v) To undertake all required civil works in related to erection of 200kVA active filter including cabling, earthing arrangement and make the area neat and clean
(vi) To erect/install 200kVA active filter with necessary accessories.
(vii) To interface the 200kVA active filter with existing SCADA system in CMRL to monitor and operate the equipment with necessary/hardware and software.
(viii) To get statutory approval if any required for the installations as per CMRL terms and conditions.
(ix) The scope of the works shall completely cover the works such as routine /acceptance of materials used, execution and testing as per specification , packing forwarding, supply of equipment’s and materials at site including insurance and transporting by road/Rail/Air or any other mode.

71.0 Technical Specifications:

71.1 General specification

(x) All the Material supply/installed shall be new and as per relevant specification specified in Annexure 8.

(xi) Any defect in the material or workmanship detected shall be rectified at no extra cost to CMRL for a period of five year from the date of commissioning or handing over of the system, which is later.

(xii) For execution of the above work shutdown will be arranged and no extra rates are
applicable for any delay on account of CMRL to affect shutdown or time loss due to reasons beyond the control of CMRL.

(xiii) The scheme to be followed is given in annexure 8.

71.2 **200kVA active filter**

(i) The 200kVA active filter with accessories is to be installed at CMRL Auxiliary substation substations (ASS).

(ii) The 200kVA active filter shall be provided with proper on board protection scheme and also be able to communicate with the existing SCADA system available in CMRL.

(iii) The 200kVA active filter shall preferably be indoor installation and shall be outdoor installation only if space availability, size, ventilation and foundation requirements are not available for indoor erection inside designated substation station. In both the case the equipment shall possess requisite IP level.

(iv) Heat load calculation shall be carried out and proper cooling system shall be provided, if natural cooling is insufficient. In case of requirement of air conditioning, cooling shall be achieved by precision cooling, i.e. cooling to be done only to the panel/equipment and not the entire room. The necessary cooling equipment shall also be supplied along with power factor correction equipment.

(v) The specification of 200kVA active filter shall be as per the Annexure 8.

(vi) The 200kVA active filter shall have following modes of operation

- Mode 1: Fixed reactive power compensation mode with 200kVA lead.
- Mode 2: Fixed reactive power compensation mode with 200kVA lag.
- Mode 3: Fixed reactive power compensation mode with user defined rating
- Mode 4: Power factor correction based on feedback
- Mode 5: Harmonic compensation
- Mode 6: load unbalance compensation
- Mode 7: Harmonic compensation with reactive power compensation for available power rating in lead
- Mode 8: Harmonic compensation with reactive power compensation for available power rating in lag

(vii) Mode selection shall be done by both SCADA and HMI interface with password protection as given in clause 71.4.
(viii) The 200kVA active filter shall have intelligence to operate in a reduced rating based on temperature/transformer loading constrains. i.e when the operating temperature raise certain limit, system shall decide to operate at reduced rating and when the loading in the transformer feeding the active filter predefined limit (ex 500kVA for 630kVA transformer, 850kVA for 1000kVA transformer) the filter shall degrade it rating.

(ix) Earthing station if any required for the 200kAV active filter shall be provided separately and shall be interlinked with the existing Substation grid.

(x) If the 200kAV active filter is a supplied as a product manufactured by OEM, credential certificate shall be submitted during the time of bid submission. The 200kVA active filter shall be supplied from a vendor with manufacturing facility having sufficient testing facility and having
   - minimum 2 years of experience in manufacturing active filters
   - a technology partner having 10 years of manufacturing active filter who can guaranty the design with required manufacturing and testing infrastructure.

(xii) All cable used shall be of FRLS type if installed in elevated/at grade level and FRLSOH incase if the equipment is installed in underground level.

The contractor shall be responsible for the performance of the whole system.

71.3 Accessories

(i) The accessories required to be supplied are as below but not limited to
   - 2 no's of CTs with required CT turns ratio with appropriate class of accuracy to be put at secondary of transformer as shown in scheme given annexure 8
   - 1 summation CT with required turns ratio inside active filter to sum up the two CTs specified above.
   - Base frame for active filter
   - Body Earthing system with MET if any required
   - Neutral Earthing system incase of using isolation transformer or if the any special requirement from manufacturer
   - CO₂ based panel Gas flooding with sufficient rating as per recommendation.

(ii) The accessories shall be of best in quality and shall be fire retardant in nature.
(iii) All cable/wires used shall be of FRLS type if installed in elevated/at grade level and FRLSOH incase if the equipment is installed in underground level.

71.4 Remote control and monitoring system

(i) The following controls are possible from remote
   • ON/OFF
   • Mode selection with required Inputs

(ii) Following parameters shall be monitored remotely
   • On/OFF status
   • Door status (open close)
   • Device temperature (inductor & IGBT)
   • Current in individual phase
   • KVA of harmonic correction
   • KVA of reactive power injection
   • Alarms (with proper error code)

(iii) Failure alarms shall popup with telegram in existing CMRL SCADA system.

(iv) Subscription charges if any for SMS alert shall be paid by contractor for first two years and hand over the details of the same to CMRL.

72.0 Performance and system warranty/Defect liability period (DLP)

72.1 System acceptance shall be done only after successful operation of equipment for a period of 1 week. Final acceptance certificate shall be issued only after completion of performance guaranty period of 5 year as per the annexure 11.

72.3 If 200kVA active filter is supplied as a product manufactured by OEM, 5 years of OEM warranty shall be provided from date of system acceptance.

72.4 Separate warranty of 5 years shall be applicable for each equipment supplied and erected by the contractor.

72.5 All failures (type 1 & 2) shall be attended with 48 hr from the time of breakdown. In case of any delay further Liquidated damages as specified below shall be applicable. Liquidated damage of Rs 10,000 per day with a cap of 10% cost on each system shall be levied on the contractor in case of failure to bring back the system to operation with 48 hrs.
72.6 Following specifies the reliability requirements (MTBF) for each single Active filter with its accessories.

<table>
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<th>S.no</th>
<th>Description</th>
<th>Limits</th>
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<tr>
<td>1</td>
<td>MTBF</td>
<td>&gt;8760 hrs</td>
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Type 1 failures shall be considered for calculating the MTBF.

Failures attended within 6Hrs shall be relaxed from calculation of MTBF.

72.7 The reliability needs to be demonstrated at the end of 3\textsuperscript{rd} year from commissioning form each filter with accessories. Incase MTBF is not achieved for any filter with accessories, an extended warranty of 2 years shall be applicable for that filter with accessories.
Annexures
Financial Proposal Submission Form

To,

The Chief General Manager (Electrical Inspector),
Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu),
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu, Chennai 6000107

Sub: BID FOR (CMRL-PS&OHE-01-2017) Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

In accordance with your invite for tender dated __________. Our attached Financial Proposal is for the sum of __________________________________________________________________________ [Insert amount(s) in words and figures]. This amount is inclusive of all the taxes, cess duties and levies with cost center splitup given in percentage enclosed as below in line with annexure 4.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials] : ____________________________________________

Name and Title of Signatory : _______________________________________________________

Name of Firm/ Agency : _____________________________________________________________

Address of director : ______________________________________________________________
Letter comprising the Eligibility of the Bidder (on Bidder's Letterhead)

To,

The Chief General Manager (Electrical Inspector),
Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu),
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu, Chennai 6000107

Sub: BID FOR(CMRL-PS&OHE-01-2017) Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

1. With reference to your Bid Document dated ................. , I/we, having Examined the Bid Document and understood its contents, hereby submit my/our Technical qualification for the aforesaid Bid.

2. I/ We acknowledge that the CMRL evaluation Committee will be relying on the information provided in this Proposal and the documents accompanying such Bid of the Bidders for the aforesaid project, and we certify that all information provided in this Proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid subject.

4. I/ We shall make available to the CMRL evaluation committee any additional information it may find necessary or require to supplement or authenticate the statements in the Proposal.

5. I/ We acknowledge the right of the CMRL evaluation committee to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any
stage at law or howsoever otherwise arising to challenge or question any decision taken by the CMRL evaluation Committee in connection with the selection of Bidders, or in connection with the selection/bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

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

Yours faithfully,

(Signature of the Authorized signatory)

Date:  
Place:  
(Name and designation of the Authorized signatory)

With Seal

Enclosed: Details of Technical qualification requirements (Ref ITT-Clause 4)

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Pre-qualification Criteria</th>
<th>Supporting documents</th>
<th>Compliance (Yes/No)</th>
<th>Remarks</th>
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Financial Capacity of the Bidder Instructions

1. The Bidder shall attach copies of all proofs as required to establish the Technical and Financial Capacity including the latest balance sheets, financial statements and Annual Reports. The financial statements shall:
   (a) reflect the financial situation of the Bidder its Affiliates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) Corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit after Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Applicant / Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Bid Document.

5. The bidder shall provide turnover details as required under Clause 4 of ITT on his letterhead as per the format below:
Certificate from Statutory Auditors/ Chartered Accountant

1. (1) This is to certify that----------------------------- (name of the Bidders), annual turnover is correct as shown above as by the accounts of the Bidders, and average annual turnover of the 3 (three) financial years under consideration equals or exceeds ____________________ (Rupee ____________________ ) in conformity with Clause 4 of ITT.

Financial Capacity of the Bidder

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<th>Sl. No.</th>
<th>Financial Year (Ref clause 4 of ITT)</th>
<th>Turnover</th>
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Further certified that Net worth for the last audited year were positive with value of Rs. ____________________ (Rupees One Crores).

Name of the Statutory Auditor/Chartered Accountant (if applicable)

Signature

Seal of the firm

Place

Date
Technical Bid

To,

The Chief General Manager (Electrical Inspector),
Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu),
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu, Chennai 6000107

Sub: BID FOR(CMRL-PS&OHE-01-2017) Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

In accordance with your Invite for tender dated __________. Our attached technical proposal duly meeting the schedule of requirements and annexure 8 is enclosed with this letter. It is acknowledged that the acceptance of this technical proposal is at sole discretion of purchaser.

Yours sincerely,

Authorized Signature [In full and initials] :_______________________________________
Name and Title of Signatory :_______________________________________
Name of Firm/ Agency :_______________________________________
Address of director :_______________________________________
Annexure 3-b

**Credential of equipment supplier**

To,

The Chief General Manager (Electrical Inspector),
Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu),
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu, Chennai6000107

Sub: **BID FOR(CMRL-PS&OHE-01-2017)** Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

In accordance with your Invite for tender dated __________. Our attached credential of the supplier proposed is attached herewith. Credentials include the pamphlets, history of supplier, Type test report, certificate of performance.

<table>
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<tr>
<th>S.no</th>
<th>Supplier/ Vendor Name</th>
<th>Equipment</th>
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Yours sincerely,

Authorized Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

Name of Firm/ Agency: ________________________________

Address of director: ________________________________
Annexure 4

**Key dates & Cost center**

Key dates are the targets to achieve the various milestones of the scope of work.

<table>
<thead>
<tr>
<th>KD no</th>
<th>Description</th>
<th>Time (days)</th>
<th>Linked cost center</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commencement of work</td>
<td>Date of LOA</td>
<td>Nil</td>
</tr>
<tr>
<td>2</td>
<td>Detail design approval</td>
<td>LOA+20 days</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Supply, erection, testing, training and Commissioning of first 5 equipment</td>
<td>LOA+60 days</td>
<td>2,3,4,5,6</td>
</tr>
<tr>
<td>4</td>
<td>Supply, erection, testing, training and Commissioning of remaining 5 equipments</td>
<td>LOA+90 days</td>
<td>7,8,9,10,11</td>
</tr>
</tbody>
</table>

Payment invoice can be raised for each equipment after commissioning of each 200kVA reactive filter inline to cost center given below.

On overshoot of each KD a liquidated damage of 1% per week delay shall be applicable on the respective cost center with a maximum of 10% of the contract value.

**Cost centre slipup**

<table>
<thead>
<tr>
<th>Cost Center no</th>
<th>Description</th>
<th>% of contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approval of all design documents</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>Commissioning of 200kVA filter with accessories at Alandur ASS-1</td>
<td>9.5%</td>
</tr>
<tr>
<td>3</td>
<td>Commissioning of 200kVA filter with accessories at Alandur ASS-2</td>
<td>9.5%</td>
</tr>
<tr>
<td>4</td>
<td>Commissioning of 200kVA filter with accessories at St Thomas Mount ASS</td>
<td>9.5%</td>
</tr>
<tr>
<td>5</td>
<td>Commissioning of 200kVA filter with accessories at Airport ASS</td>
<td>9.5%</td>
</tr>
<tr>
<td>6</td>
<td>Commissioning of 200kVA filter with accessories at Meenambakkam ASS</td>
<td>9.5%</td>
</tr>
<tr>
<td>7</td>
<td>Commissioning of 200kVA filter with accessories at Ashok Nagar ASS</td>
<td>9.5%</td>
</tr>
<tr>
<td>8</td>
<td>Commissioning of 200kVA filter with accessories at Depot ASS 1</td>
<td>9.5%</td>
</tr>
<tr>
<td>9</td>
<td>Commissioning of 200kVA filter with accessories at Depot ASS 2</td>
<td>9.5%</td>
</tr>
<tr>
<td>10</td>
<td>Commissioning of 200kVA filter with accessories at Thirumangalam ASS</td>
<td>9.5%</td>
</tr>
<tr>
<td>11</td>
<td>Commissioning of 200kVA filter with accessories at Anna Nagar Tower ASS</td>
<td>9.5%</td>
</tr>
</tbody>
</table>
PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE BOND

(Refer Clause 9.0 of General Conditions of Contract)

Ref: ………. Bank Guarantee No:……………………………………
Date:………………

1. This deed of Guarantee made this day of ________________________ between Bank of ___________________________(hereinafter called the “Bank”) of the one part, and Chennai Metro Rail Limited (hereinafter called the “the Employer”) of the other part.

2. Whereas Chennai Metro Rail Limited, has awarded the contract for ___________________________________________________________ (Name of the Contractor).

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.__________________________________(Amount in figures and words).

4. Now we the Undersigned ___________________________________________ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ___________________________________________ (Full Name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs.______________________________________(Amount in figures and Words) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur any without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till ……………………..(The initial period for which this Guarantee will be valid for 5 years and 6-months (66 months) longer than the anticipated expiry date of defect liability period as stated in Clause 9 of the “General Conditions of Contract”).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:
   a) Our liability under this Bank Guarantee shall not exceed Rs.…………….
      (Rupees………………………………………………………)
   b) This Bank Guarantee shall be valid up to …………………….
   c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before ……………………………….

In witness whereof I/We of the Bank have signed and sealed this guarantee on the …………………(Month)………..(Year) being herewith duly authorized.

For and on behalf of
The ………………………………Bank.

Signature of Authorized Bank official:

Name : ……………………………

Designation : ……………………………

Stamp/Seal of the Bank:---------------

Signed, sealed and delivered
For and on behalf of the Bank by the above

Named _______________________in
the presence of :

Witness 1. ……………………………

Signature ……………………………

Name ……………………………

Address ……………………………

 Witness 2. ……………………………

Signature ……………………………

Name ……………………………

Address ……………………………
**CHECK LIST**

**SUBJECT:** Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

The bidder is required to fill this Check List himself and annex the certificates as per the Annexure before sealing.

<table>
<thead>
<tr>
<th>S no</th>
<th>Particulars</th>
<th>Specific requirements</th>
<th>Enclosed in financial/ technical cover</th>
<th>Submitted/not submitted</th>
<th>Satisfies the requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earnest Money Deposit (EMD)</td>
<td>DD from Nationalised/schedule commercial bank in India payable at Chennai, Tamil Nadu</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Details of bidder</td>
<td>In prescribed format</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Documents for Eligibility criteria</td>
<td>In prescribed format with clients certificate for previous works executed</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Financial capacity of the Bidder</td>
<td>Statutory Auditor or Charted accountant certificate</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Letter comprising the Eligibility of the Bidder</td>
<td></td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Power of Attorney</td>
<td>In prescribed format</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Technical proposal submission form</td>
<td>Letter with proposal document</td>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Financial Proposal Submission Form</td>
<td>In prescribed format</td>
<td>Financial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>All annexure filled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Removed
UNDERTAKING FOR DOWNLOADING THE TENDER DOCUMENTS FROM WEBSITES

I/We have downloaded the Tender documents from the Internet site www.chennaimetrail.org and I/we have not tampered / modified the Tender documents in any manner. In case, if the same is found to be tampered / modified, I/we understand that my/our Tender will be summarily rejected and the money deposited will be forfeited and I am/we are liable to be banned from doing business with CMRL and/or prosecuted.

..........................................................Signature & Seal of the Manufacturer/ Tenderer
## Technical Specification

The specification of the 200kVA reactor shall be as below

<table>
<thead>
<tr>
<th>Technical Specification of Power Factor Compensation Panel</th>
</tr>
</thead>
<tbody>
<tr>
<td>SI No</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>Electrical Characteristics</strong></td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
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<tr>
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<td>31</td>
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<td>32</td>
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<tr>
<td>33</td>
</tr>
<tr>
<td>34</td>
</tr>
<tr>
<td>35</td>
</tr>
</tbody>
</table>

PROTECTIONS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thermal overload</td>
<td>Yes</td>
</tr>
<tr>
<td>No.</td>
<td>Feature</td>
<td>Status</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2</td>
<td>IGBT bridge abnormal operation</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Network synchronization loss</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Over current protection</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>DC over/ under voltage protection</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>IGBT short circuit protection</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>Over temperature protection</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Cooling system failure detection</td>
<td>Yes</td>
</tr>
<tr>
<td>9</td>
<td>IGBT stack failure detection</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Supply overvoltage/under voltage protection</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>Switchgear acknowledgement feedback errors</td>
<td>Based on type of switchgear selected</td>
</tr>
<tr>
<td>12</td>
<td>Unstable grid detection</td>
<td>Yes</td>
</tr>
<tr>
<td>13</td>
<td>Door open detection</td>
<td>Door cannot be opened without switching off MCCB Not required in our case</td>
</tr>
<tr>
<td>14</td>
<td>Phase sequence protection</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Relevant Standard**

<table>
<thead>
<tr>
<th>No.</th>
<th>Component</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Semiconductor Converters</td>
<td>IEC 60146</td>
</tr>
<tr>
<td>2</td>
<td>Environmental Testing</td>
<td>IEC 60068</td>
</tr>
<tr>
<td>3</td>
<td>Harmonics and Interharmonics</td>
<td>IEC 61000</td>
</tr>
<tr>
<td>4</td>
<td>MCCB</td>
<td>ISI3947 (part 2), IEC60947-2</td>
</tr>
<tr>
<td>5</td>
<td>Contractor</td>
<td>IS/IEC 60947-4-1</td>
</tr>
<tr>
<td>6</td>
<td>AC Capacitors</td>
<td>IS 13340-1993</td>
</tr>
<tr>
<td>7</td>
<td>Reactors</td>
<td>IEC 60289, IS-5553</td>
</tr>
<tr>
<td>8</td>
<td>DC Capacitors</td>
<td>IEC 60068-1, 60384-4, 60068-2-6</td>
</tr>
<tr>
<td>9</td>
<td>Gate Driver Card</td>
<td>IEC 60068-1</td>
</tr>
<tr>
<td>10</td>
<td>Sensor</td>
<td>EN50178</td>
</tr>
</tbody>
</table>
### Programming/Communication Characteristics

<table>
<thead>
<tr>
<th></th>
<th>Communications</th>
<th>Profibus communication</th>
<th>For integration with existing SCADA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Programming Interface</td>
<td>HMI</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Redundancy</td>
<td>Available if required</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Reactive Power range</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Auxiliary PF Setting</td>
<td>Possible</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Target cos pi</td>
<td>Possible</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Harmonics Selection</td>
<td>Possible</td>
<td></td>
</tr>
</tbody>
</table>

### Installation Aspects

|   | Ingress Protection (IP) | IP42 | |
|---|-------------------------|------||
| 2 | Altitude | Meter | 1000 |
| 3 | Ambient Temperature | Centigrade | Upto 45 degrees |
| 4 | Humidity | %RH | Upto 95% (non condensing) |
| 5 | Cable Entry | | Top as well as bottom |
| 6 | Cooling Arrangements | | Separate forced air cooling for reactors and IGBT stacks ensuring best cooling performance |
| 7 | CT Requirements | | On LT side of the transformer for complete closed loop operation |
| 8 | Audible noise level | db | less than 70db (at 1m) |

### Warranty

|   | 60-months from the date of commissioning | 60 months warranty. With free replacement of failed components and service |
Scheme for compensation
Annexure 9

Delection for other Eligibility criteria (on Bidder's letterhead)

To,

The Chief General Manager (Electrical Inspector),
Chennai Metro Rail Limited (CMRL)
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu),
Administrative Building, CMRL Depot,
Poonamallee High Road, Koyambedu, Chennai 6000107

Sub: BID FOR (PS&OHE-01-2017) “Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS”

Dear Sir,

We hereby submit our Declaration for eligibility criteria for BID for (PS&OHE-01-2017) Design, Manufacture, Supply, erection, testing, training and Commissioning of 10 no of 200kVA Active filter for compensation of leading/lagging power factor, harmonics and unbalance at CMRL passenger station and Depot ASS.

Checklist of documents Enclosed:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Pre-qualification Criteria</th>
<th>Supporting document</th>
<th>Compliance (Yes/No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Individual/Partnership Firm Company/registered in India under the Companies Act 1956 Foreign Company</td>
<td>Declaration of Individual Status. Partnership deed Certificate of Incorporation/Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Shall not have been barred or blacklisted by any government or any Entity controlled by it from participating in any Bid</td>
<td>Self-Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Shall not have failed to perform any contract or expelled from any contract by any Government Authority or have had any contract terminated by a Government Authority within the last 3 (three)years</td>
<td>Self-Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Shall not have defaults on any bank/institutions loans in the past</td>
<td>Self-Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shall not have a conflict of interest As per Clause 4.2 of ITT</td>
<td>Self-Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------</td>
<td>-------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Should submit Power of Attorney</td>
<td>Power of Attorney as per Appendix-II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Previous executed work of same nature</td>
<td>Certificate from client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Litigation history complied as per 4.1.4 of ITT</td>
<td>Self certificate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate from Statutory Auditors/ Chartered Accountant This is to certify that the documents of ___________________________ (name of the bidder), and The details furnished from serial number above towards eligibility criteria has been verified by us and certified to be correct.

Name of the Statutory Auditor/Chartered Accountant:

Signature Seal of the firm:

Place:
Annexure 10

**Acceptance Certificate**

The facility (description) installed by contractor (name) at ____________(location) as detailed below has been inspected by CMRL representative and obtained statutory clearance if any required and is accepted as specified by contract clause no 22.12 and 53.

<table>
<thead>
<tr>
<th>Sno</th>
<th>Description (with equipment no)</th>
<th>Location</th>
<th>Details (ratings)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Final Acceptance Certificate

The facility (description) installed by contractor (name) at ____________(location) and issued acceptance certificate vide letter no ________________ on has performed successfully for 5 years and this shall be the receipt of final acceptance of the facility as specified by contract clause no 72 and DLP comes to an end. Performance bank guarantee shall be returned. This certificate shall be issued only once for entire contract. Till issuance of this certificate the Performance bank Guarantee shall be extended.

<table>
<thead>
<tr>
<th>Sno</th>
<th>Description (with equipment no)</th>
<th>Location</th>
<th>Details (ratings)</th>
<th>Date of commissioning</th>
<th>Reference letter no</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>active filter with accessories</td>
<td>Alandur ASS-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Alandur ASS-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>St. Thomas Mount ASS</td>
<td>200kVA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Airport ASS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Meenambakkam ASS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Ashok Nagar ASS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Depot ASS-1-1</td>
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<tr>
<td>8</td>
<td></td>
<td>Depot ASS-1-2</td>
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</tr>
<tr>
<td>9</td>
<td></td>
<td>Thirumangalam ASS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Anna Nagar Tower ASS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Above mentioned locations are tentative. Shall be corrected during commissioning.
### Performance Certificate

The facility (description) installed by contractor (name) at __________ (location) as detailed commissioned has performed its function satisfactorily as it is intended to do. The details of the system is as given below:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description (with equipment no)</th>
<th>Location</th>
<th>Details &amp; quantity (ratings)</th>
<th>Performance observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>active filter with accessories</td>
<td>Alandur ASS-1</td>
<td>200kVA</td>
<td>From</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Alandur ASS-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>St. Thomas Mount ASS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Airport ASS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Meenambakkam ASS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Ashok Nagar ASS</td>
<td>200kVA</td>
<td>From</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Depot ASS-1-1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Depot ASS-1-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Thirumangalam ASS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Anna Nagar Tower ASS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Above mentioned locations are tentative. Shall be corrected during commissioning.

Note: Performance certificate cannot be obtained for individual equipment. It shall be obtained as whole system including both substations, i.e., only on performance certificate shall be issued for entire contract. No punch point shall be open before applying for 1 year.

Retention money of 2.5% shall be paid only on successful completion of performance as prescribed above duly producing the Bank Guarantee for 2.5% of contract value.
# INITIAL FILTER CRITERIA

(On Company's letter head)

<table>
<thead>
<tr>
<th>S no</th>
<th>Criteria</th>
<th>Yes</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has the Bidder abandoned any work in the last five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Has the Bidder’s contract with any organization ever been terminated due to poor performance?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Has the Bidder’s Security Deposit for any contract has ever been forfeited in any Government / PSUs/ Metro Railways?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Has the Bidder been involved in frequent litigations in last five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Has the Bidder suffered insolvency/bankruptcy in the last five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Has the Bidder been blacklisted by any organization?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Has any misleading information is given in the tender?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Is the Bidder is financially not sound to perform the work?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Is the Bidder’s net worth negative?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Have you engaged any Middle man /agent to advance your tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**UNDEARTAKING FOR INITIAL FILTER CRITERIA**

Sub: - Tender for Facility Management Services.

1. I, Mr./Ms. ____________________________(Authorized Signatory) on behalf of ____________________________ (Company’s Name) having its registered office at ____________________________, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.

2. CMRL is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then CMRL may annul the award and forfeit our EMD (if any held with CMRL) and Performance Security (if any available with CMRL). Further, in such a case, we may be banned for future tenders of CMRL.

Signature of Authorized Signatory
Name of Authorized Signatory
Seal of the Authorized Signator
Annexure-14a

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: FMS-01-2016

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

Authorised Signatory

(Name)

Seal

Date:

Place:

Annexure -14b

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: FMS-01-2016

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

Authorised Signatory

(Name)

Seal

Date:

Place: