

CHENNAI METRO RAIL LIMITED

Tender No: CMRL/OPN/RC/Ticket media/TEN-03/2017



Tender For Rate Contract For “Supply of Contactless Smart Card”

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

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CHENNAI METRO RAIL LIMITED

Notice inviting Tender

Tender Notice No: CMRL/OPN/RC/Ticket media/TEN-03/2017

CMRL invites sealed tender under **single Bid System**, from reputed National Competitive Bidders for **Rate contract** for “**Supply of Contactless Smart Card**”.

The key details are as follows:-

Sr. No.	Particulars	Details
1	Name of the Work	Rate contract for Supply of Contactless Smart card.
2.	Packet Details	Single packet system shall consist following envelops:- i. Envelope -I: Receipt of Tender document/ DD for downloaded tender ii. Envelope-II: Earnest Money Deposit iii. Envelope-III Technical Bid, Qualifying Eligibility Criteria Documents & Financial Offer (Annexure – B)
3.	Estimated cost	Rs. 10,80,00,000/- (Rupees –Ten Crore eighty Lakhs only)
4	Earnest Money Deposit	Rs. 10,80,000/- (Rupees- Ten lakhs eighty Thousand Only).
5	Performance Security	Performance Security will be 5 % of the value of the contract/P.O.
6	Bid Validity	Offers shall be valid for a period of 365 days from the date of financial bid opening.
7	Date of commencement of sale of Tender document	04-11-2017, 11:00 Hrs.
8	Last date of sale of Tender Document	03-12-2017 up to 17.30 Hrs.
9	Last date for submission of Tender	04-12-2017 at 15.00 Hrs.
10	Date and Time of Opening of Tender (Techno Commercial Bid)	04-12-2017 at 15.30 Hrs.
11	Last date for submission of queries	Up to 17-11-2017 by e-mail to mgrrev@cmrl.in
12	Authority and place for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and opening of Tender Documents.	Director Systems & Operations, Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu Email id – mgrrev@cmrl.in
13	Bidders barred from bidding for this work	Those who are under suspension, debarred, black-listed, by GOI, GOTN, PSUs, Metro Rail Corporations, CMRL or whose contracts were terminated as on date of submission of bid are

		ineligible to apply for this supply tender.
14	<i>Cost of Tender Documents</i>	<ol style="list-style-type: none"> 1 For Hard Copy :Rs.20,000/-(Indian Rupees twenty thousand only) including TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. 2 For soft Copy :Rs.16,000/-(Indian Rupees sixteen thousand only) including TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. The Tender Documents can be downloaded from CMRL website www.chennaiemtrorail.org

With regards,

L. Narasim Prasad
Director (S&O)
For & on behalf of
CMRL

Section -I
General Guidelines

1	The Tender is for Rate contract for Supply of Contactless Smart Card with / without advertisement for CMRL for the year -2017.
2	Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which an authorised letter on company letter head shall be enclosed . All Tender and supporting documents to be serially numbered and binded neatly before submission. Do not keep any lose papers.
3	Each Bidder shall submit only one tender. If more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender shall lead to disqualification.
4	Bidders should provide all the required Techno-Commercial & associated information and attach supporting documents as mentioned in the tender document duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
5	For any queries from the bidder, the same may be clarified in through E-mail as mentioned in NIT.
6	Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by CMRL as per the date / time of the tender submission schedule. However, CMRL may ask for any supplementary information, if required.
7	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / Financial capabilities. Bidders will not be considered for further tender process, if they have a poor performance record such as abandoning works, not following statutory requirements, Financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
8	Bidders should note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right/t of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL.
9	Bidders will not be considered in the tender process, if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further, the bidder may be blacklisted for participation in any future tender(s) of CMRL.
10	Bidders are requested to remain in touch with CMRL Website www.chennaietrorail.org for any kind of latest Information, Addendum, etc. regarding the tender.
11	If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other document will not be given any consideration.
12	In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by CMRL on procurement of said item by alternative means.

13	It shall be the responsibility of the tenderer to ensure that his tender reaches the designated officer before the deadline of submission. Any tender brought by any person / courier or any tender received through post after the scheduled deadline by the designated officer will not be considered. Bidders are advised to send their sealed bid preferably by courier/post or in person at the address stipulated in NIT in sl.no.12. CMRL will not be responsible for any postal delay.
14	If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the CMRL.

Section - II

PROCEDURE FOR TENDER SUBMISSION & EVALUATION

2.1 PURCHASE OF TENDER DOCUMENT:

- a. The cost of tender document will be as mentioned in the key details of Notice inviting tender sl.no. 14 in Notice Inviting Tender.
- b. **Mode of payment:-**The payment for the cost of bid document can be made through a crossed demand draft/pay order issued by a scheduled bank of INDIA, payable to "***Chennai Metro Rail Limited***" at Chennai
- c. **Schedule for tender document sale:-**The sale timings of the bid document will be from 10.00 hr. to 17.30 hr. excluding lunch recess from 13.30 hr. to 14.00 hr. on all working days. The sale of document will be closed at 17.30 hr.as per schedule stipulated vide NIT . You are requested to purchase the tender document at the following address:-

1.Manager (Rev.)

Chennai Metro Rail Limited,

Admin Building, CMRL depot, Poonamalle High Road,
(Opp. to Daniel Thomas School), Koyambedu Chennai – 107

OR

2.CMRL website :- www.chennaietrail.org

2.2 BID SECURITY (EMD - EARNEST MONEY DEPOSIT):

- i. The EMD shall be made payable without any condition to the CMRL. A demand draft or banker's cheque or Bank guarantee in favour of "***Chennai Metro Rail Limited***" issued by a scheduled Public Sector Bank payable at Chennai should be submitted along with the bid as bid security, for the amount of ***Rs10,80,000/- (Rupees- Ten Lakhs eighty Thousand Only).***
- ii. All tenderers (including those who possess NSIC, SSIC, etc. certificate holders) should submit EMD along with the bid documents. Any bid document submitted without the EMD in the approved form will be summarily rejected. ***No interest is payable for the EMD amount.***
- iii. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity & latest on or before the **30th day** after the award of the contract.
- iv. The successful bidder's bid security will be returned after signing of contract by bidder & receipt of Performance Bank guarantee.
- v. EMD shall stand forfeited, if bidders:-
 - a. Revokes or cancel their tender after submission or vary any terms thereof without the consent of the CMRL.
 - b. Changes/varies any terms and conditions mentioned in P.O. thereof without the consent of the CMRL.

2.3 SUBMISSION OF OFFERS:.

- i. This is a **single** bid packet open tender. Tenderers have to submit their offer in **single** packet. Following are the details for the envelopes:-

Sr.no.	Particular	Description
1.	Packet	<u>Envelope – I</u> This envelope shall consist of following:- Payment (in the form of crossed DD) for the cost of the tender document, when downloaded from the CMRL official website. Or Receipt of the payment paid during the purchase of the hard copy of tender document.
		<u>Envelope – II</u> <u>Earnest Money Deposit:</u> EMD as mentioned in the tender document at <i>clause-2.2</i>
		<u>Envelope – III</u> <i>a.</i> This envelope shall consist of the technical compliance sheet as specified vide <u>“Annexure –A”</u> and relevant documents as per the qualifying eligibility criteria specified in <u>“section – V”</u> . <i>b.</i> And also consist of financial offer in the format as given vide <u>“Annexure –B”</u>

- ii. The bidder shall seal all the envelopes in single packet. Outer cover containing the envelopes shall be super-scribed as **QUOTATION FOR THE TENDER Rate contract for “SUPPLY OF CONTACTLESS SMART CARD”**, bear the tender number & last date of submission on top left corner **and** addressed to the CMRL at the address given in the Invitation of Tender
- iii. Unsealed bids will be summarily rejected. Offers (packets/envelopes) shall be sealed as per the instructions mentioned above.

2.4.TENDER VALIDITY:-

The tender shall remain valid and open for acceptance for a period of **365 days** from the date of financial bid opening. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing. Bidders have the option to accept or reject the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly as per the prevailing rates and conditions of the purchase order.

2.5. TENDER OPENING & EVALUATION PROCESS:-

The received tenders will be processed by Tender Evaluation Committee constituted by CMRL:-	
<u>Opening of envelope (I to III)</u>	
a.	<p>i. On opening of the main Tender cover, it will be checked whether it contains the Envelope I to III).</p> <p>ii. The envelope - I & II i.e., payment/receipt of tender document purchase and EMD will be checked for compliance. In case, if the requirement is not met the further process of evaluation will not be taken up for such tenderer.</p> <p>iii. Envelope-III will be opened only when the EMD & payment/receipt of tender document purchase is submitted by the bidder as mentioned above and found in order.</p>
b.	Then Envelope –III : Technical Compliance sheet & Financial Offer will be opened in the presence of bidders or their representatives who choose to attend on the date and time as mentioned in tender document. It will be checked by the Committee, if the required documents have been submitted. If the submitted documents do not meet the tender requirements, then the Commercial Bid of the said bidder may not be considered for further processing.
c	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.
d	CMRL Tender Committee will examine the technical compliance sheets and qualifying criteria documents for technical suitability of the offers.
e	<p>The determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidences. A Bid shall be considered responsive only if:</p> <p>a. It is received by the Bid Due Date including any extension thereof,</p> <p>b. It is signed in all pages and, sealed,</p> <p>c. It is accompanied by the Annual turnover & Experience certificate specified in tender document.</p> <p>d. It contains all the <u>information, Annexure and documents (complete in all respects)</u> as requested in this Tender document and/or Bidding Documents (in the formats same as those specified);</p> <p>e. It contains a copy of the receipt for payment towards the cost of this Document . It is accompanied by requisite Tender cost and EMD amount in the form of Bank Demand Draft drawn on any Public Sector Bank / by Bank Guarantee from any Public Sector Bank.</p> <p>f. It should not be a conditional Bid & qualifying criteria documents.</p> <p>g. CMRL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.</p>
f	Such bids which clear the “Test of responsiveness” at Para mentioned above, will be called “responsive bids” and only “responsive bids” shall be considered for evaluation. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the eligibility criteria stipulated in section – V in the tender document. No Bidder shall have the right to challenge the decision of the Committee

g	While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
h	To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
i	CMRL shall read out and prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidders representative organization name, Tender Price. The Bidder's representatives who are present shall be requested to sign the record.
j	The CMRL will examine the Tenders for their completeness in every aspect as mentioned in the tender document.
k	The prices should be quoted in Indian Rupees with delivery of item at CMRL failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account
l	If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost
m	In case of any discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
n	Price should be quoted as per price schedule attached at <u>Annexure –B</u>
o	CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to CMRL to alter the conditions of the tender schedule in appropriate cases in the interest of CMRL. No representations will be entertained in the matter of selection of the L1.

2.6. OTHER TENDER CONDITIONS:-

a.	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
b.	All tenders, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
c.	The tender is not transferable under any circumstances.
d.	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
e.	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
f.	Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case, CMRL may forfeit the Earnest Money Deposit submitted with the tender.
g.	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
h.	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
i.	The quantity of items to be supplied mentioned in this document is only indicative and

	may be reduced or enhanced of the quoted quantity (on each category) based on the requirement of CMRL during the bid validity period.
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2.7. AWARD OF TENDER:-

a.	<p>CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ol style="list-style-type: none"> i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto. ii. Consult with any Bidder in order to receive clarification or further information. iii. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or iv. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
b.	CMRL will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
c.	<p>Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation,</p> <p><u>Non responsive bids are:-</u></p> <p>CMRL may reject the tender that is considered to be substantially non responsive to the requirements, such indicative list is as follows and the same is not an exhaustive list:</p> <ol style="list-style-type: none"> i) Incorrect or shortage or fraudulent EMD/tender security. ii) Fraudulent qualification relating to proposal. iii) Fraudulent or incomplete credentials. iv) Incomplete technical proposal. v) Major inadequacy in technical offer. vi) Non submission of samples and documents as stipulated in qualifying criteria in “<u>section – V</u>”
d.	CMRL’s determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
e.	In case, two or more qualified bidders quote the same amounts in the Financial offer which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
f.	After selection, a purchase order (P.O) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within seven (07) days of the receipt of the P.O, sign and return the duplicate copy of the P.O in acknowledgement thereof. In the event the duplicate copy of the P.O duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the P.O. It is clarified that in case the Selected Bidder refuses to accept the P.O, it will be debarred from participating in the bidding process for similar future license/contract of CMRL for a period of five (5) years.
g.	After acknowledgement of the P.O as aforesaid by the Selected Bidder, The Contractor (Selected Bidder) shall be required to submit a Security Deposit 5% of total purchase order value.

2.8. PERFORMANCE SECURITY:-

a.	<p>i. To ensure due performance of the contract, Performance Security is to be given from only Public Sector Bank by the successful bidder awarded to the contract.</p> <p>ii. Performance Security will be 10% of the value of the contract. Performance Security may be furnished in the form of an account payee demand draft payable in Chennai from Public Sector bank, bearing “Chennai Metro Rail Limited” name or irrevocable bank guarantee deemed in a prescribed form.</p> <p>iii. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the bidding documents.</p> <p>iv. Performance Security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be paid for the Performance Bank Guarantee during the validity period of B.G.</p> <p>v. The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>vi. If the successful Bidder fails to furnish a Performance Bank Guarantee, then the Earnest Money Deposit shall be liable to be forfeited by the Purchaser.</p>
b.	<p><i>Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.</i></p>

Section-III
General Terms and conditions

1.	The service provider shall not assign, transfer, pledge or subcontract the design, manufacture & supply of Contactless smart card.
2.	CMRL reserves the right to accept / reject any or all Bids without assigning any reason thereof.
3	<p>Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:</p> <p>a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the CMRL (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the CMRL under this Agreement or otherwise, the CMRL reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor.</p> <p>b. The Contractor agrees to make good all cost and expenses, if any incurred by the CMRL for making the substitute arrangements referred to above.</p>
4	<p><u>CONFIDENTIALITY</u></p> <p>a. It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.</p> <p>b. In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc, shared by CMRL with the Contractor, shall be regarded as part of confidential information by the Contractor.</p>
5	<p><u>SCHEDULE OF REQUIREMENT:-</u></p> <p>a. Approximate requirement for card shall be 20 lakhs ± 30%.</p> <p>b. Rate contract shall be valid for one year and same may be extended further one year on mutual agreement.</p> <p><u>DELIVERY Schedule :</u></p> <p>(a) 2 lakhs CSC within 30 days from the date of receipt of Purchase Order.</p> <p>(b) The balance quantity shall be ordered in phased manner / in batches by CMRL with 30 days notice period for supply.</p> <p>(c) Art work for each batch will be approved by CMRL. Sample shall be shared with CMRL for acceptance before supply of card.</p> <p>(d) Delivery to be made at supplier cost to same address mentioned for submission of bid.</p> <p>ii. Return of defective stock: Defective cards identified while initializing or within warranty period should be replaced by the bidder.</p>

	<p>iii. Warranty :-</p> <p>(i) Warranty is for a period of 3 years or 1,00,000 times of writing whichever is earlier.</p> <p>(ii) An initial batch of 200 cards shall be given for acceptance test / operational test. Manufacturing of balance quantity will be started only after acceptance by CMRL.</p> <p>(iii) Any manufacturing related malfunctioning of the cards (including chip inside) at any subsequent stage may result in cancellation of pending supply order at any stage of delivery. The remaining supply shall be bought at risk and cost of supplier.</p> <p>(iv) The items should be delivered to the below mentioned address:</p> <p style="text-align: center;"><u>Manager (Revenue),</u> <u>Chennai Metro Rail Limited,</u> Admin Building, CMRL Depot, Poonamallee High road, (Opp. To Daniel Thomas School) ,Koyambedu, Chennai – 107</p>
6.	<p><u>PAYMENT TERMS:</u></p> <p>100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of supplied material against the following documents:</p> <p>a. Original invoice duly signed by the authorized signatory.</p> <p>b. Item Acceptance Certificate duly signed and sealed from authorized representative of HR department in CMRL after delivery of all the items in full quantity as mentioned in Purchase Order.</p> <p>c. PAN Card number, Bank Account details, Bank address & RTGS details of the Agency are to be forwarded along with the Invoice.</p> <p>In case if you are registered under MSME Act, 2006, the copy of the registration certificate to be provided.</p>
7	Bidders are required to give unconditional offers. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
8	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
9	Tenders with revised / modified rates / offer, after submission / opening of the tender will be summarily rejected. In such a case CMRL may forfeit the Earnest Money Deposit submitted with the tender.
10	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
11	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
12	CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. CMRL will pay as per the accepted rates.
13	<p><u>LANGUAGE :</u></p> <p>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</p>

	the Bid, the English language translation shall prevail.
14	<p><u>FORCE MAJEURE</u> In the event of any unforeseen event during the currency of the Contract, such as earthquake, 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.</p>
15	<p><u>CONTRACTOR'S OBLIGATION TOWARDS TAX LAWS</u> The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep CMRL fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.</p> <ol style="list-style-type: none"> a. 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. b. 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. India. c. 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.

16	<p><u>RESOLUTION OF DISPUTES & ARBITRATION:</u> In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMRL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation (Amendment) Act 2015. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.</p>
17	<p><u>CORRUPT PRACTICES:</u> 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 12</p>
18	<p><u>LAWS GOVERNING THE CONTRACT:</u> This contract shall be governed by the Laws of India for the time being in force 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. The court of jurisdiction is Chennai. The English language shall be the official language for all purposes</p>
19	<p><u>AMENDMENTS</u> Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.</p>

Section-IV

Special terms and Conditions of the Contract

1.	The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In the event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract
2.	<p><u>SAMPLE SUBMISSION:</u></p> <p>a. Successful bidder shall submit the sample at free of cost on receipt of LOA.</p> <p>b. The sample submitted will be evaluated, tested & approved by AFC dept .of CMRL.</p>
3.	<p><u>WARRANTY & GUARANTEE:</u></p> <p>Three (03) years warranty / Guarantee (<u>applicable from the date of Acceptance of the items by CMRL</u>) should be given in the form of certificate indicating the warranty period along with the terms & conditions for the Warranty / Guarantee. Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the CMRL premises without costs to the CMRL</p>
4.	<p><u>SUPPLY OF ITEMS:</u></p> <p>The number of items to be supplied is indicative only and the same may be varied during the period of bid validity period. The number of items may increase or decrease during the bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL</p>
5.	<p><u>PENALTY:</u></p> <p>a. Penalty will be levied to the successful bidder, in case of delay from the bidder side.</p> <p>b. Any delay due to administrative reasons of CMRL, the successful bidder will not be penalized and the same has to be supported by the authorized representative of CMRL on valid grounds with documentary evidence for delays.</p> <p>c. In case of delay on the side of successful bidder, following penalty will be levied: The applicable rate is 1% per week and the maximum deduction is 10% of the Purchase Order Value. As soon as maximum penalty charges reached, CMRL will initiate action for termination of the contract and seizure of Performance Security.</p>

Section-V
Eligibility Criteria to Qualify in the Techno-commercial Bid Process

Sl. No.	Criteria	Documents to be submitted
1.	Bidder should have at-least five years experience in design, manufacture and supply of contactless smart card	Purchase Order & satisfactory performance certificate as per Annexure –C from previous customers.
2.	Average annual financial turnover during last 3 financial years should be 30% of estimated cost, i.e. Rs.3.24 Crores (Rupees – Three Crores twenty four lakhs Only).	Certified audited Balance Sheet for the year 2016 - 2017 2015 – 2016 2014 - 2015
3.	<p><u>Work Experience:-</u> During last 5 years ending last day of month previous to the one in which applications are invited, the bidder should have any one of the following experiences:-</p> <p>a. The bidders should have successfully completed three similar works costing not less than the amount equal to 40% of estimated cost, i.e. Rs. 4.32 Crore (Rupees four Crore thirty two lakhs only). OR</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost, i.e. Rs.5.40 (Rupees five Crore forty lakhs Only). OR</p> <p>c. One similar completed works costing not less than the amount equal to 80% of estimated cost, i.e. Rs.8.64 Crores (Rupees eight crore sixty four lakhs only).</p>	<p>Purchase Order & satisfactory performance certificate</p> <p>The details to be mentioned in certificate are. 1. Name of the organisation to whom supplied, 2. Contact name & mobile No., 3. Scope undertaken, 4. Tot. Qty. supplied, ISO standards for the cards etc.</p>
4.	<p><u>Similar work:</u> Similar work is “Design, Manufacture and Supply of chip based Contactless Smart Card”.</p>	

Note:-

- i. A performance statement as mentioned in *Annexure-C*, giving a list of major supplies executed in India in last 5 years of the items offered by him, giving details of the Purchaser's name and address, order no. and the date and the quantity supplied and whether the supply was made within the delivery schedule;. Purchase order of past performance to be enclosed. If purchase order / letter of award is not enclosed bid would be rejected.
- ii. The bidders who do not comply as per the eligibility criteria stipulated above will be rejected.

Section-VI

Scope of work

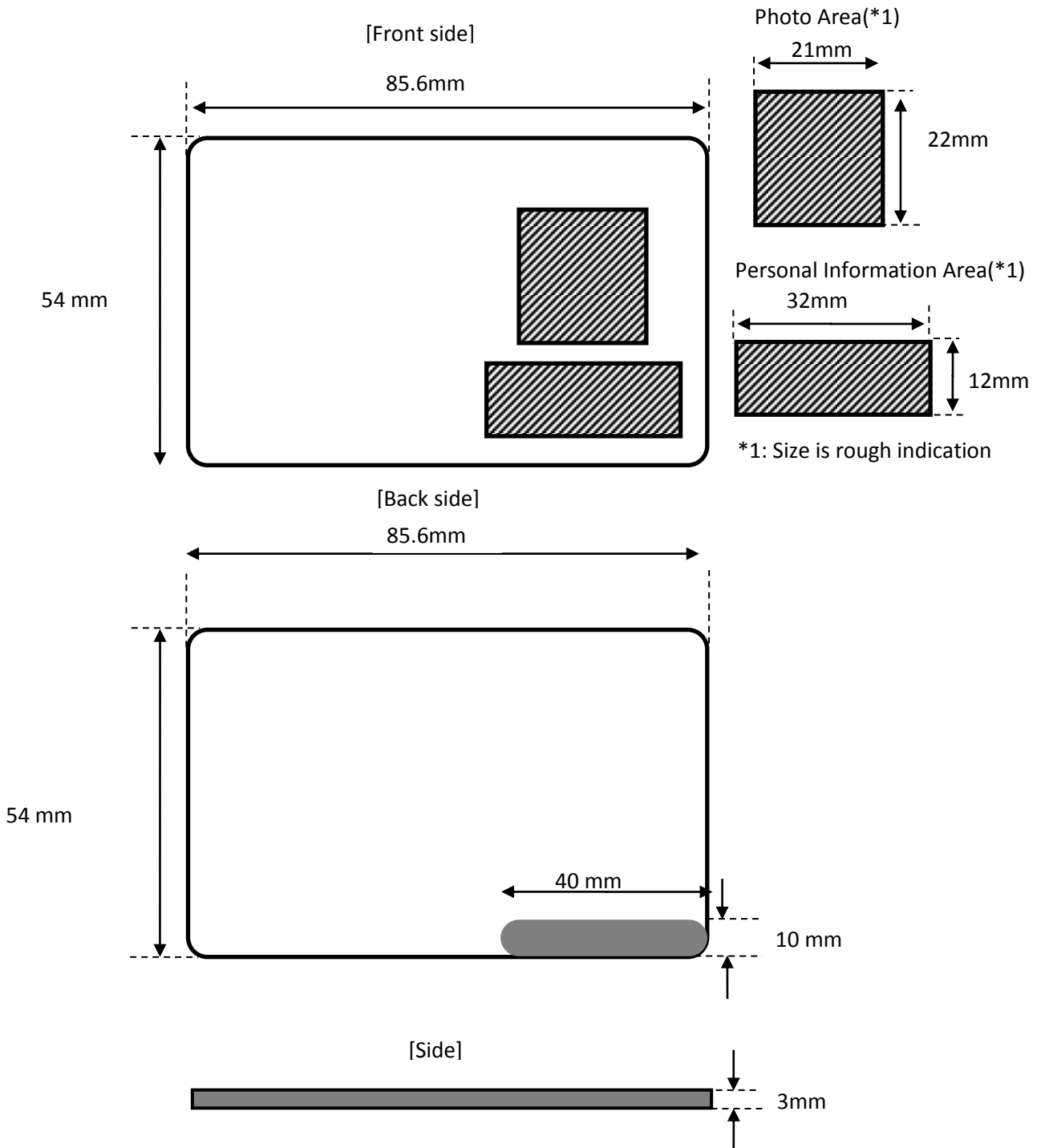
<u>For Supply of Contactless Smart Card</u>	
a.	The card will be contactless smart card compliant to type –A Mifare Desfire (4 Kbytes) & Type C as mentioned in detailed technical specifications (<i>Annexure –A</i>).
b.	The scope of contract covers manufacture supply and acceptance testing of contactless smart card for Chennai Metro. Schedule of supply as mentioned at Sr.No.05 in Section – III.
c.	<p>During warranty period, supplier is responsible to replace the physically ok but not readable cards. The verification shall be done at CMRL premise in presence of supplier. The card will be considered physically damaged if:</p> <ul style="list-style-type: none">(i) Card is in bent condition. (to check the same place the card on flat surface and see that all the four corners are not touching the surface).(ii) Smartcard has visible cut mark or corner is cut.(iii) Smartcard surface is badly worn out and engraved ID is not visible. <p>In addition to replacement of defective card, a penalty will also be imposed on the supplier for each case. The penalty will be equal to 3 times the cost of the card.</p>

Contactless smart card – Technical Specification

1. Design

Print the CMRL logo mark, etc. on the Front side and back side of the CSC as shown in Figure4-1. The gray area (Serial number engraving area) and shaded area (Photo, Personal Information: The location and size of these area are flexible.) of the diagram indicates the areas which the logo mark, etc. cannot be printed on.

Figure 1-1 CSC Design



2. General Specification - CSC General Specification

No	Item	Specification	Remarks
1	Material	PVC	
2	Weight	5g	
3	Size	Rectangular Shape : 53.98 mm X 85.6 mm	
4	Thickness	As per ISO 7810	
5	Base Color	White(Card Material)	
6	Engraved mark	Serial No: 10digit number	
7	Print	Photograph	
8	War page	Less than 1.5mm	

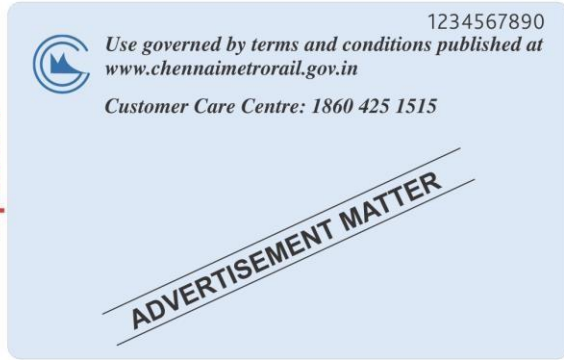
3. Chip - Chip for CSC is as follows.

No	Specification	Type-A	Type-C	Remarks
1	Manufacturer/Model	NXP / MIFARE DESFire EV1	Sony / FeliCa DES/AES	
2	HW Crypto	TDES	TDES	
3	Memory Type	EEPROM	EEPROM	
4	Memory Size	4Kbyte	4Kbyte	
5	Certification	CC EAL4+	CC EAL5+	
6	Contactless Interface	ISO 14443A	ISO/IEC 18092	
7	Frequency	13.56MHz	13.56MHz/	
8	Modulation Method	ASK	ASK	
9	Bit Coding	Manchester Encoding	Manchester Encoding	
10	Data Transfer Rate	424 kbps	424 kbps	
11	Operating Temperature /Operating Humidity	-10 °C to + 60 °C /15-60% RH	-25 °C to+ 100 °C /0-100% RH	
12	Storage Temperature /Storage Humidity	-10 °C to + 60 °C /15 to 100% RH	-10 °C to + 60 °C /less than 60% RH	
13	Data Retention	10years	10 years	
14	Write Endurance	500,000 cycles	500,000 cycles	
15	Time to Complete a Transaction	Less than 150ms	Less than 150ms	

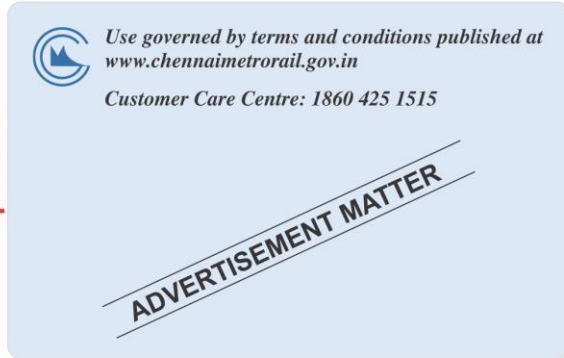
4 Ticket Media Surface Design



Option-1



Option-2



Advertisement space shall be 4cm x 8cm on the reverse side of the card as mentioned above.

5. Soft Copy:-

Soft copy containing engraved and unique IDs of cards shall be securely delivered with the batch as per the format prescribed by CMRL

<u>Financial Offer - Contactless Smart Card</u>						
Sr. No.	Description	Qty. in Nos. (A)	Unit rate inclusive of all taxes (B)	Advertisement rate (C)	Unit rate with advertisement (inclusive of all taxes (Rs.)) D=(B – C)	Total Cost including taxes (in Rs.) = Qty. x rate E= (A x D)
1	Contactless smart card – as per the specification mentioned in Annexure – A	20 lakhs				
2	Total amount including all taxes in words					

Note:

1. The finalization of the bid will be for rate (mentioned at “D” above) with inclusive of advertisement for the whole quantity (20 lakhs \pm 30%).
2. The advertisement to be displayed shall be selected by the supplier. However the advertisement should not be barred by law / Govt. / Statutory authorities.
3. The prior approval to be obtained from CMRL authorities before printing the advertisement on the card. The space for advertisement shall be as specified in the technical specification.

Signature & Stamp of the Bidder

Date:

Performance Statement (for a period of last 5 years)

Tender No. _____

Date of opening _____

Time _____ Hours

Name of Firm _____

Order placed by (full address of Purchaser)	Order No. & date	Description and quantity of ordered items	Value of order	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Attach a certificate from the Purchaser.
				As per Contract	Actual		

Note: - (Certified copies of Purchase Order for above mentioned items also to be provided.)

Signature & Stamp of the Bidder

Date:

Vendor Information Form

Note: Bidders are requested to furnish the following information and enclose along with quotation.

Name & Address of the Company :				
Name & Designation of the key person				
Contact information	Mobile no:	Telephone No :	Fax No:	Email :
<u>Bank details</u>				
Bank name				
Beneficiary name				
Bank address				
Bank account no				
IFSC code				
PAN No.				
Service tax no.				

Signature & Stamp of the Bidder

Date:

**PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE BOND**

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 Licensee”) of the other part.
2. Whereas Chennai Metro Rail Limited, has awarded the contract for _____ (Name of work) (hereinafter called the contract) _____ (hereinafter called the Contractor). (Name of the Contractor)
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Licensee 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 Licensee the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Licensee, the Bank is engaged to pay the Licensee, any amount up to and inclusive of the aforementioned full amount upon written order from the Licensee to indemnify the Licensee 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 Licensee 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 Licensee 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 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations as stated in Tender Document)
7. At any time during the period in which this Guarantee is still valid, if the Licensee 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 Licensee 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 Licensee in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Licensee for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Licensee”, “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 _____.

This bank guarantee is payable on demand at a designated bank branch locating at Chennai.

In witness whereof I/We of the Bank have signed and sealed this guarantee on theday of(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.....

AGREEMENT

Between CMRL And THE

LICENSEE

Date: _____

AGREEMENT

This Agreement (the "Agreement"), is executed at Chennai on this

day of _____ 20_____, BETWEEN

"Chennai Metro Rail Limited (hereinafter referred to as CMRL)" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its officers permitted assigns) as part of the First Part;

AND

_____, a company incorporated under the laws of _____ and having its registered office at _____ (hereinafter referred to as "Licensee" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as party of the Other Part; "CMRL" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS:

CMRL has called for supply of Contactless smart card

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

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

ARTICLE 1 - SCOPE OF THE ARRANGEMENT

1. The parties agree that the scope of services shall be principally as per this Agreement.
2. It is further agreed by the parties that the scope of services as set forth by CMRL in the

Bid Document shall integrally form the part of scope of services for the Licensee.

ARTICLE 2 -TENURE OF THE AGREEMENT

2.1 The Tenure of the Agreement which will commence on the Commencement Date which has been agreed by the parties, will be for a **period of one year** subject to satisfactory performance by the Licensee.

2.2 Prices quoted will remain same for one year.

3.1 Recovery of outstanding dues:

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

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

ARTICLE 4 - PERFORMANCE SECURITY DEPOSIT

4.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to CMRL (in the manner and form acceptable to CMRL) a Performance Security Deposit for an amount equal to **5% (five percent)** of the Total bid amount for the entire duration of the License, 15 (fifteen) days prior to the Commencement of License. **Bank Guarantee payable at designated bank branch located in Chennai.**

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

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

ARTICLE 5 - RIGHTS AND OBLIGATION OF THE LICENSEE

5.1 General

- a. The Licensee hereby agrees to fulfill all the commitments made in its response to the Bid.
- b. Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the bid.
- c. The Licensee represents and warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the service are undertaken with utmost care and diligence,
- d. Furthermore, the Licensee agrees that all Techno-Commercial and financial requirements set forth in the Bid will be met by the Licensee including those relating to service levels.

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

5.3 Compliance of Instructions

The Licensee shall comply with any other instructions issued by the CMRL from time to time as may be necessary

ARTICLE 6 -PERFORMANCE LEVEL GUARANTEE COMPLIANCE

6.1 The Licensee hereby undertakes and represents that it shall adhere to the „Performance Levels“.

6.2 The condition of the bid shall apply at all times with regards to the terms of the License applicable on the Licensee including those set forth in the Bid and those indicated in the approved plan for commencement of operations.

6.3 The Licensee undertakes and agrees that in the event that the condition of the bid are not complied with, then CMRL has the right to impose service level penalties (Penalties) on the Licensee in accordance with the provisions of the Bid

6.4 Without prejudice to the generality of the above Article 8.3, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by CMRL is irrevocable and undisputed and that the Licensee shall not have any right whatsoever to pre-empt CMRL from claiming Penalties automatically as and when there are defaults by the Licensee.

ARTICLE 7–CONFIDENTIALITY

a) It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.

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

ARTICLE 8 - EVENTS OF DEFAULT/MATERIAL BREACH

The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:

(a) If the Licensee fails to start supply as per schedule from the Commencement Date as defined in Article 2.1 of the Agreement.

(b) If the Licensee fails to provide satisfactory services as under the License; or

(c) If the Licensee fails to adhere to the Performance Levels as determined by CMRL at any time during the term of this Agreement; or

(d) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the CMRL.

ARTICLE 9- TERMINATION

9.1 If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing 2 months“ Notice for termination upon such confirmed events having taken place.

9.2 The parties agree that „Material Breach“ for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the Performance Levels“ and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.

9.3 CMRL shall also have, without prejudice to other rights and remedies, the right, in the event of „Material Breach“ by the Licensee of any of the terms and conditions of the contract, or due to the Licensee“s inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at the „risk and cost“ of the Licensee or in the manner CMRL deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the CMRL. The decision of the CMRL about the breach/failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.

9.4 CMRL, in case of material breach as defined in clause-15.2 may terminate this agreement without assigning any reason to the licensee by giving fourteen (14) day“s notice in writing to the licensee.

9.5 CMRL may terminate whole or any portion of the contract by giving two months notice.

9.6 In the event that the Agreement is terminated, pursuant to Article 15.1, the effective date of termination shall be decided by CMRL. However, the effective date of termination shall not be more than 2(two) months from the date of notice, as given in Article 15.1.

ARTICLE 10 - LAWS GOVERNING THE CONTRACT

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

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

ARTICLE 11- DISPUTE RESOLUTION & ARBITRATION

11.1. Dispute Resolution:

Negotiation and Amicable Settlement: In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

11.2. Adjudication:

- a. If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.
- b. The sole-member Adjudicator shall be nominated by the Managing Director of the Licensee at his discretion. He may also be an officer of CMRL, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of the Licensee and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

- c. If either party is dissatisfied with the Adjudicator's decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

11.3 Arbitration:

The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator / Arbitrators:

- a. **In case the value of the disputed claim and counter claim is Rs.5 crore or less:** The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole-Member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by the Licensee, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.
- b. If the party seeking Arbitration is the Contractor, such proposal shall be addressed to the Licensee and the Licensee shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by the Licensee, referred in clause 3.1 above, to the Contractor. The Contractor shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from the Licensee. If the party seeking Arbitration is the Licensee, it shall forward such proposal to the Contractor along with the nomination of an Arbitrator from the List referred to in clause 3.1 above.
- c. If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said List on behalf of the party failing to nominate.
- d. **In case the value of the disputed claim and counter claim is more than Rs.5 crore:** The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either Party may propose to the other Party for referring the dispute to Arbitration. If the proposal is initiated by the Contractor, such proposal shall be addressed to the Licensee and the Licensee shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by the Licensee, referred to in clause 3.1 above, to the Contractor. The Contractor shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from the Licensee. The Licensee shall nominate its Arbitrator from the said list within 15 days thereafter.
- e. If the proposal for referring the dispute to Arbitration is made by the Licensee to the Contractor, it shall forward such proposal to the Contractor along with the nomination of its Arbitrator from the said List. The Contractor shall, within fifteen days of receipt of the List from the Licensee, nominate its arbitrator from the List.

- f. If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said List, on behalf of the party failing to nominate.
- g. The two arbitrators nominated by the Contractor and the Licensee as above, shall appoint the Presiding Arbitrator from the List referred in clause 3.1 above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.
- h. If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.

11.4 The Parties agree that the selection and nomination of Arbitrators from the List should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter. In case of three-Member Arbitral Tribunal, it shall also be ensured by the nominating parties/ Arbitrators, as the case may be, that at least one member of the Tribunal shall be a legal professional with a minimum of 20 years of experience.

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

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

11.7 The venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.

11.8 The Courts at Chennai shall have exclusive jurisdiction in respect of all disputes between the parties arising out of this agreement.

11.9 Suspension of Work On Account Of Arbitration

There should be **no impact** on the on-going supply of material in case the matter is referred to Arbitration.

ARTICLE 12 -MISCELLANEOUS

12.1 Interpretation

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Bid and the response of the Licensee to the Bid. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:-

- (i) The Bid
- (ii) Licensee's response to the Bid (iii) The Articles of this Agreement;
- (iv) The contents of the Annexure(s) to this Agreement

12.2 Relation between the Parties

The Parties to this Agreement are entering into this arrangement as independent contractors, and this Agreement does not bestow either Party the right against the other, as partner, agent or joint venture.

12.3 Survival

This Agreement along with the Bid and the response of the Licensee collectively constitute the full and complete arrangement between the Parties with respect to the subject matter hereof. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein this Agreement and such Articles (as applicable to the parties) will survive any termination of this Agreement.

12.4 Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Republic of India and the Courts at Chennai shall have exclusive jurisdiction in all matters relating to this Agreement.

12.5 Amendments

Any changes or modifications to this Agreement or its Annexure(s) can only be made by a written amendment mutually signed by the Parties.

12.6 Waiver

Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any of its rights under this Agreement will not be construed to be a waiver thereof.

12.7 Assignment

This Agreement is binding on the successors and permitted assigns of each party; however neither party has the power to assign this Agreement without the prior written consent of the other party.

12.8 Notice

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

**Joint General Manager (RSO) ,
Chennai Metro Rail Limited, Admin Building,
CMRL Depot, Poonamallee High Road,
(Opposite to Daniel Thomas School), Koyambedu,
Chennai – 600107.**

In the case of Licensee:

[Insert name of person & address]

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

12.9 Force Majeure

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the CMRL with reasonable evidence thereof. In such event of force majeure, the conditions of the License will not be enforced by either party. Further, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.

12.10 Execution of the Agreement:

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of Rs. 100/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee.

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

CMRL

LICENSEE

By: _____

Title: _____

Date : _____

IN WITNESS OF:

1.

2.