

CHENNAI METRO RAIL LIMITED

Tender No: CMRL/RS/16/2018

Date – 13.01.2018



TENDER FOR

**HOUSEKEEPING, PEST CONTROL & HORTICULTURE SERVICES FOR
CMRL KOYAMBEDU DEPOT INCLUDING ADMIN BUILDING.**

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**HOUSEKEEPING SERVICES FOR CMRL METRO CARS -INTERIOR AND
EXTERIOR CLEANING, FUMIGATION & PROTECTIVE FLOOR COATING.**

Chennai Metro Rail Limited

(A JV of Govt. of India and Govt. of Tamil Nadu)

CMRL Depot, Admin Building, Poonamallee High Road,
(Adjacent to Koyambedu Metro Station), Koyambedu,
Chennai – 600107. Tamil Nadu.

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PREAMBLE.

1. Central Public Procurement (CPP) portal: The procurement of goods and services for CMRL will be done through e-procurement <http://eprocure.gov.in/eprocure/app>. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.
2. **CMRL**, Chennai Metro Rail and Chennai Metro wherever used means “Chennai Metro Rail Limited, (a Joint Venture of Govt. of India and Govt. of Tamil Nadu) with Corporate Office at **Admin Building, CMRL Depot, Poonamallee High Road,(Adjacent to Koyambedu Metro Station), Koyambedu, Chennai- 600107.**
3. **“Contract”** means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, General Conditions to Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
4. **“Contractor”**:The service provider who undertakes housekeeping, pest control & horticulture services for CMRL Koyambedu depot including admin building. & housekeeping services for CMRL metro cars -interior and exterior cleaning, fumigation & protective floor coating.
5. **“Contractors Office”**: The Contractor shall establish an office in Chennai and the address with all contact details of the same may be communicated to CMRL. Whenever change of his office is effected, the address of the changed location shall be advised to CMRL without fail.
6. **“Contract Value”**: The total value quoted by the tenderer inclusive of all taxes, duties and all other charges.
7. **“Contractor's Understanding”**: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the provision of services under the contract.
8. **“Currency”**: The currency for the purpose of the proposal shall be the Indian Rupee (INR).
9. **“EMD”**: Earnest Money Deposit and means Tender Security.
10. **“Language of Tender”**: The tender prepared by the bidder and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by CMRL to the bidder.

11. **“Law Governing the Contract”**: The contract shall be governed by the law for the time being in force in the Republic of India.
12. **“Notices and Instructions”**: Any notice or instructions to be given to the contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the contractor.
13. **“Omissions and Discrepancies”**: Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
14. **“Tenderer”** or **“Bidder”** shall mean the person / the firm / co-operative or company who tenders for the Services with a view to execute the Service on contract with the CMRL and shall include their personal representatives, successors and permitted assigns.
15. **“Tender Documents”** means all documents whether containing words, figures or drawings which are downloadable from CMRL website or CPP Portal before the delivery of the contractors tender and for the purposes of his tender, issued to him by or on behalf of CMRL or embodied by reference in such delivered documents or specified therein as being available for inspection by the contractor.
16. Words importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires.

INSTRUCTIONS TO TENDERERS

1	This tender document encompasses the scope of work, eligibility criteria, selection procedure, instructions, terms and conditions and other associated / related document(s) / Annexure(s).
2	This tender document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this tender document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard. Information provided in this tender document is only to the best of the knowledge of CMRL.
3	Bidders shall 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, shall be signed and stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
4	Each tenderer shall submit only one tender either by himself, or as a partner in a joint venture. If a tenderer submits, or if any one of the partners in a joint venture participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid.
5	Bidders should provide all the required techno-commercial and associated information and attach supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever required.
6	For any query from the bidder, CMRL reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if CMRL does not respond to any query or does not provide any clarification. All queries related to this tender shall be submitted in writing before or at the time of pre-bid meeting. No queries will be entertained after the pre-bid meeting.
7	Bidders may clearly note the date and time of submission of tender. Late or delayed tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and techno-commercial evaluation will be carried out only on the basis of submissions received by CMRL by the date / time of the tender submission. However, CMRL may call for any supplementary information, if required.
8	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked techno-commercial / financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the bidders to verify / ascertain Bidder's performance.
9	Separate techno-commercial and financial bids are required to be submitted through online for the tender.
10	Bidders shall note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL.

11	Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future tender(s) of CMRL.
12	CMRL will display the name of the successful bidder on CMRL's website & on CPP portal for information of all concerned.
13	Bidders are advised to remain vigilant and monitor the website http://chennaietrorail.org . & " http://eprocure.gov.in/eprocure/app " 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.
14	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.
15	Late/delayed tenders by any means shall not be accepted by CPP portal. Any other means of tender submission will not be accepted by CMRL. It shall be the responsibility of the tenderer to ensure that his tender is submitted on time before the deadline of submission through CPP portal.
16	<p>Eligibility to participate in tender:</p> <ul style="list-style-type: none"> i. Tenders are open to all eligible bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal (http://eprocure.gov.in/eprocure/app) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. ii. The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint venture/company/consortium then registration should be under "Corporate" category. iii. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.

Enrolment: To participate in e-procurement all vendors must enroll themselves with the CPP portal. The procedure mentioned below is to be followed:

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- a. Go to "<http://eprocure.gov.in/eprocure/app>" web site.
- b. Click on "**Click here to enroll**". It will take you to „ **on line enrolment**" screen.
- c. Against **User type**, select either „**individual**" or „**corporate**".
- d. Specify your **log in ID**, indicated in the application while applying for DSC.
- e. Create your own **password**. Before creating, refer to "**Password Policy**" that appears on the right side of the screen. Password should be in accordance with that policy.
- f. **Confirm the password** once again.
- g. Click on "**Next**".
- h. You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind **to fill all mandatory fields which are marked with an asterisk (*)**.
- i. After entering the fields, click on "**Submit**".
- j. You will get a message that Log in ID registered successfully, that completes your entry.

GENERAL CONDITIONS OF THE CONTRACT

1. Tender document:

1.1.	Tender for providing 1. Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building. 2. Housekeeping services for CMRL metro cars -Interior and exterior cleaning, fumigation & protective floor coating.
1.2.	General condition(s) and special condition(s) shall be read and understood thoroughly consistent with the tender document.
1.3.	In the event of any ambiguity or conflict among general conditions, special conditions and scope of work, the order of precedence shall be as follows; i. Scope of work ii. Special conditions of contract iii. General conditions of contract

2. Detailed instructions on procedure of submission of bid:

2.1	The bidder shall submit the bids on line in the system available at the e-procurement portal (http://eprocure.gov.in/eprocure/app). The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further in the system.
2.2	The bidder shall fill all mandatory fields indicated by an asterisk (*). All documents indicated to be submitted in „cover details“ are to be enclosed without fail. These documents are to be uploaded only in .doc or .pdf or .jpg or .rar formats.
2.3	<p>Price Bid:</p> <p>a. The Price bid containing the Price schedule will be in excel format and the bidder shall quote the rates, taxes & duties etc. for his offered services on this excel file only. Where, any row or column is not applicable, the bidder has to indicate „0“ against this and no cells shall be left blank.</p> <p>b. Lowest bidder shall be chosen from the Total value quoted, inclusive of all taxes, duties and other charges.</p> <p>c. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time.</p> <p>d. The system will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids.</p> <p>e. The bidder shall not rename the Price Schedule file or modify the format while uploading in the system. The file name shall be the same as the file given in the tender.</p> <p>f. All bids are to be submitted on-line on the website (http://eprocure.gov.in/eprocure/app).</p>
2.4	Withdrawal of bid: The bidder may withdraw already submitted bid before the bid submission date and time.

3.EMD - Earnest Money Deposit:

3.1	The EMD shall be made payable without any condition to the CMRL. An amount of Rs. 100000/- (Rupees one lakh only) is required to be paid online through NEFT/RTGS to CMRL Bank Account, as bid security. The UTR no. is required to be filled in Mandatory Information for eligibility of the bid (Annexure -5) and same need to be signed and submitted along with the techno-commercial bid.
3.2	All bidders including those who possess NSIC, SSIC, etc shall pay the above EMD. The proof of payment for EMD shall be submitted along with the bid documents. Any bid document submitted without the EMD in the approved form shall be summarily rejected. No interest is payable for the EMD amount.
3.3	Bid securities of the unsuccessful bidders will be returned on or before the 30 th day after the award of the contract.
3.4	The successful bidder's bid security will be returned after signing of contract by bidder & receipt of performance security.
3.5	The EMD may be forfeited <ol style="list-style-type: none">if the bidder withdraw/modify his tender during the period of tender validity.in case of a successful bidder fails to<ol style="list-style-type: none">furnish the necessary performance security within the prescribed time limit.commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance.Enter into the contract agreement within the time limit.

4. Authorized signatory and address of the contractor:

4.1	The signatory of the bidder shall attach an authorization certificate Annexure-3 mentioning: <ol style="list-style-type: none">The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor.One of the partners in the case of a "Partnership" firm/Consortium, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.In the absence of such authority all partners shall sign the tender document.A director or the regional head in case of a limited company or an official of requisite authority in the case of a Government institution, duly authorized by a resolution of the Board of Directors.
4.2	The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) shall submit along with the tender, a power of attorney duly stamped (Rs.100) and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he/they be partner(s) of the firm and sign " No Claim Certificate " and refer all or any disputes to arbitration.

5. Tender opening & evaluation process:

5.1	All quotations will be evaluated and compared based on the substantial responsiveness to the technical specification and commercial conditions set out in the bidding documents and fully conforming to the terms and conditions.
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5.2	The tenderer has to completely fill all the spaces in price schedule in excel format and upload the same as financial bid.
5.3	The techno-commercial bids will be decrypted and opened online, on or after the scheduled dates and time. Till such time, the bids will be only in the encrypted form. After the scheduled time, the bids will be opened by stipulated bid openers with their Digital Signature Certificates (DSC). The technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from bidder, CMRL will seek such clarifications.
5.4	After evaluation of technical-bids, only successful bidders who have participated in the tender will be informed regarding the acceptance of their tender. Thereafter, a system generated e- mail confirmation will be sent to the successful bidders communicating the date and time of opening of price-bid
5.5	The price-bid of the successful bidders (qualified in technical-bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).
5.6	Techno-commercially qualified bids will be evaluated on the “ Total value ” as specified in the price schedule.
5.7	The system will generate a comparative statement. Therefore, all costs are to be indicated in the price schedule format. The successful bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
5.8	The purchase order will be issued to the lowest techno-commercially qualified bidder subject to fulfilling other requirements specified in this tender document.
5.9	No representations will be entertained in the matter of selection of the L1 bidder.
5.10	CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. CMRL reserves the right to alter the conditions of the tender schedule in appropriate cases, in the interest of CMRL.
5.11	CMRL reserves the right not to return back or disclose any documents that are submitted along with this tender.
5.12	If the submitted documents do not meet the tender requirements including checklist as per Annexure 8 , then the financial bid of the said bidder will not be considered for opening.

6. Eligibility criteria and evaluation criteria of bidders:

Sl. No.	Criteria	Documents to be submitted
6.1	Average annual financial turnover during the last 3 financial years shall not be less Rs.10,00,00,000.	Chartered Accountant certified Balance Sheet & Profit loss statement for the year 2016 - 2017 2015 – 2016 2014-2015

6.2	<p><u>Work Experience:</u> Experience of having satisfactorily completed similar works during last 7 years ending last day of month previous to the one in which the tenders are invited shall be either of the following:</p> <p>(a) One similar work in any metro railway (production unit or maintenance depot) either in India or abroad and executed for at least 3 years. Or</p> <p>(b) Two similar works in any airports either in India or abroad and executed for at least 3 years. Or</p> <p>(c) Three similar work in shopping malls/ automotive production units/Hospitals either in India or abroad with a combined housekeeping area of at least 50,000Sq.m.</p> <p>Note :</p> <p>i. similar work means providing housekeeping services</p> <p>ii. Relevant particulars of the tenderer for above mentioned eligibility criteria shall be submitted in ANNEXURE -4 and ANNEXURE -5(format-1).</p> <p>iii. The documents having the value, other than INR, will be converted and considered for evaluation as per the exchange rate applicable on tender opening date.</p>	Certificate (s) in the given format(Annexure -4) to be produced duly signed by the previous customer(s).
6.3	<p>Legal Status of the Bidder (Who can apply):-</p> <p>a. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.</p> <p>b. A bidder may be a Private Entity or Government owned entity.</p>	

7. Additional mandatory requirements:

7.1	All other mandatory requirements have been enlisted at Annexure -5 of the bid document. This includes Permanent Account Number, GST Registration, ESIC(if applicable) and PF Registration (if applicable), undertaking by the bidder to conduct audit by CMRL at any time within the contract period (Annexure -6).
7.2	The bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed (Annexure-5 – Format-1).

8. Consortium:

8.1	Any consortium type of bidding arrangement shall not be allowed for this tender.
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9. Fraud and corrupt practices:

9.1	The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the subsistence of the contract agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the contract agreement, CMRL may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
9.2	In such an event, CMRL shall <ol style="list-style-type: none">a. forfeit and appropriate the Bid Security and/or Performance Security, as determined by CMRL, without prejudice to any other right or remedy that may be available to CMRL hereunder or otherwise.b. debar the bidder to participate in any bid issued by CMRL for a period of 5 (five) years from the date of occurrence of such event.
9.3	<p>For the purposes of this Clause 9.1 the following terms shall have the meaning hereinafter respectively assigned to them:</p> <ol style="list-style-type: none">a. “Corrupt practice” means<ol style="list-style-type: none">i. the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CMRL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract agreement or arising thereof, before or after the execution thereof, any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CMRL, shall be deemed to constitute influencing the actions of a person connected with the bidding process) ; ori. engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract agreement, as the case may be, any person in respect of any matter relating to the award of contract or the LOA or the contract agreement, who at any time has been or is a legal, financial or Techno-Commercial adviser of CMRL in relation to any matter concerning the award of contract.b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.

	c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.
	d. “undesirable practice” means i. establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process ; or
	ii. having a conflict of interest ; and
	e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

10. Default:

If the contractor	
10.1	has abandoned the contract; or
10.2	is not executing the service in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract, then CMRL, after giving 7 (Seven) days “ notice in writing to the contractor, may expel the contractor from the premises without thereby releasing the contractor from any of his other obligations or liabilities under the contract.

11. Bankruptcy:

CMRL may at any time by notice in writing summarily terminate the contract without compensation on any of the following events:-	
11.1	If the contractor shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or
11.2	If the contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a Receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have not prejudice or affect any right of action or remedy which shall have accrued thereafter to CMRL.
11.3	In either of the cases or in any other case where in the opinion of CMRL, the contractor is performing his duties unsatisfactorily, CMRL may employ and pay another contractor to carry out and complete the work and may purchase all materials necessary for the carrying out of the work. In such cases, the value of the work done shall be assessed by CMRL and CMRL shall have the right to recover such sums from the contractor.

12. Labour laws, Provident Fund, ESI, etc:

12.1	The contractor shall obtain all applicable legal licenses and approvals before the commencement of work.
12.2	The staff engaged by the contractor, if any, shall at no stage have any claim for employment in CMRL.
12.3	In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme, besides the recovery of the amounts due by the contractor towards their contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, 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 contract due to any reason whatsoever, the security deposit shall be refunded only after due satisfaction as regards the above payments.
12.4	If contract labours are deployed for execution of the said work, the contractor shall produce certificate of Registration from the department of labour for engaging such contract labours.
12.5	The staff engaged by the contractor, shall at no stage have any claim for employment in CMRL. This fact should be incorporated in their appointment letter, issued by the contractor.

13. Injury to persons:

13.1	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.
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14. Tender requirements:

For the purpose of selection of contractor, the tender document is divided into two parts viz. the Techno-Commercial Bid and the Financial Bid. The requirements for Techno-Commercial Bid are as under: -	
14.1	The bidder shall enclose a copy of the tender document duly signed and stamped. All other associated / required documents to be duly numbered signed and stamped.
14.2	Power of attorney in the name of authorized signatory, in case the documents are signed by the authorized signatory of the bidder.
14.3	Each bidder shall be required to confirm and declare (in Annexure-7) 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.
14.4	The bidder shall be required to enclose self-attested documents, as in Annexure-5 along with the Techno-Commercial Bid. The bidder shall be required to enclose the check list as in Annexure-8 of this tender document.

14.5	The bidder shall submit the initial filter criteria (Annexure-9) duly filled in, on the letter head of its company. Bidder has to first qualify the initial filter criteria in order to be eligible for evaluation of their techno-commercial bid.
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15. Tender clarification process: query from bidders:

15.1	If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the tender document, he may seek clarifications in the form of query, in writing, from the Joint General Manager (Rolling stock and Operations) , as per schedule given in the Notice Inviting Tender. Reply to query, if any given by CMRL, shall form part of the tender document.
15.2	All queries related to this tender shall be submitted in writing before or at the time of pre-bid meeting. No queries will be entertained after the pre-bid meeting.
15.3	Except for written clarifications (Reply to query(s)) from the Joint General Manager (Rolling stock and Operations) , which is expressly stated to be an addendum to the tender document issued by CMRL, no written or verbal communication/ presentation/explanation by any other employee of CMRL shall be taken to bind or fetter CMRL under the tender/contract.

16. Cost of tendering:

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

17.1	The tender shall remain valid and open for acceptance for a period of 180 days from the date of opening of technical bid. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing or by E-mail. Bidders may refuse the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender.
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18. Tender prices:

18.1	The contract shall be for the whole work described in technical specification/ scope of work. The bidder is required to quote his rates taking into account all the terms and conditions of the tender.
18.2	The prices shall be quoted in Indian Rupee (INR) with delivery of services 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.
18.3	The bidder shall quote his rates inclusive of all taxes and other charges.

18.4	GST as applicable will be reimbursed by CMRL based on submission of proof in original by the contractor.
18.5	Conditional bids will be summarily rejected.

19. Other tender guidelines:

19.1	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
19.2	All tenders, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
19.3	The tender is not transferable under any circumstances.
19.4	Telegraphic, conditional or incomplete tenders shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
19.5	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
19.6	Tenders with revised / modified rates / offer after opening of the tender shall be summarily rejected. In such a case, CMRL may forfeit the Earnest Money Deposit submitted with the tender.
19.7	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
19.8	Bidders are advised to submit only one tender. If a bidder submits more than one tender, all the tenders in which the bidder has submitted shall be considered invalid.

20. Award of tender:

20.1.	<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 or all submissions or other information and / or evidence submitted by or on behalf of any bidder.
20.2	It shall be deemed that by submitting the bid, the bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the bidding documents, pursuant hereto, and / or in connection with the bidding process, to the full extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
20.3	The disclaimer as stated in this document shall be deemed to be the part of this document.
20.4	The selected bidder shall have to execute a contract agreement with CMRL.

20.5	CMRL will award the contract to bidder whose bid has been determined to be substantially responsive, techno-commercially and financially suitable, complete and in accordance with the tender document.
20.6	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 a. one that limits in any substantial way the scope, quality, or performance of the product/material/service. b. that limits, in any substantial way that is inconsistent with the tender documents, CMRL rights or the successful bidders' obligations under the contract; and c. one that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids. If a bid is not substantially responsive, it will be rejected by CMRL and may not subsequently be made responsive by the bidder by correction of the nonconformity.
20.7	CMRL's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
20.8	In case, two or more techno-commercially qualified bidders quote the same amounts in the financial bid/commercial bid which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
20.9	Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his tender has been accepted.

21. Letter of Acceptance (LOA):

21.1	The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within seven days from the date of issue of LOA.
21.2	Letter of Acceptance shall communicate the sum which the CMRL would pay to the contractor during various stages of the contract period, as chalked out in the terms and conditions of the contract, in consideration of the execution / completion of the works by the contractor as prescribed in the contract agreement (hereinafter called 'the Contract Price').
21.3	No correspondence will be entertained by CMRL from the unsuccessful bidders.
21.4	Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and return their EMD thereof.

22. Cancellation of Letter of Acceptance:

22.1	After issuance of the Letter of Acceptance, in case, the successful bidder fails to commence the work, for whatsoever reasons, as per terms and conditions of tender then the LOA shall be cancelled and the EMD will be forfeited in favour of CMRL.
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22.2	CMRL will reject the tender or rescind the contract if CMRL determines that the bidder / contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices or other immoral activity.
22.3	CMRL will declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
22.4	The successful bidder/contractor shall apprise CMRL through Chief Vigilance Officer, CMRL of any fraud/suspected fraud as soon as it comes to their notice. Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

23. Performance security:

23.1	To ensure due performance of the contract, performance security is to be given from any Scheduled Bank in India by the successful bidder who is awarded the contract.
23.2	Performance security will be 10% of the contract value. Performance security may be furnished in the form of an account payee demand draft payable in Chennai from any Scheduled Bank in India, in favour of "Chennai Metro Rail Limited" or irrevocable bank guarantee in a prescribed format
23.3	Within 21 days from the issue of LOA by CMRL, the successful bidder shall furnish the performance security in accordance with the conditions of contract as per the prescribed format(Annexure -10).
23.4	Performance security shall remain valid for a period of 06 months beyond the date of the periodicity of this contract. No interest will be paid for the performance security during the validity period.
23.5	The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the contractor's failure to complete his obligations under the contract.
23.6	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.

24. Signing of contract agreement:

24.1	CMRL shall prepare the contract agreement, duly incorporating all the terms and conditions of the tender.
24.2	For the purpose of preparing the contract agreement, the successful bidder shall be required to deposit 2 non judicial stamp papers each of Rs.100 value.
24.3	Prior to signing of the contract agreement, the successful bidder shall be required to submit the following, within 21 days from the date of receipt of Letter of Acceptance:- <ul style="list-style-type: none"> i. Performance security ii. Commercial General Liability insurance and iii. Professional Indemnity Insurance

24.4	The contract agreement shall require to be executed within thirty days (30) from the date of receipt of the Letter of Acceptance.
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25. Confidentiality:

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

26. Damage to CMRL property or private life and property:

26.1	The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the CMRL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the CMRL and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the CMRL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the CMRL may incur in reference thereto, shall be charged to the Contractor. The CMRL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such , defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
26.2	In all above such cases the liability of the contractor shall not exceed 10% percentage of the contract value.

27. Right of way:

27.1	Right of way (within CMRL land) to the work site will be provided to the contractor and his employees. They shall always carry their photo identity card jointly signed by the contractor and authorized signatory of CMRL
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28. Co-ordination with other contractors:

28.1	The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for maintenance of rolling stock in CMRL.
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29. Specifications:

29.1	The technical specifications shall also form part of this tender. The contractor shall promptly inform CMRL of any error, omission, fault and other defects in the specifications, which are discovered when reviewing the tender documents.
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30. Payment:

30.1	All the claims shall be approved by the competent person of CMRL. The payment will be effected within 21 days of submission of claim after due deductions of all statutory payments, taxes, penalties and other applicable deductions. Mobilization advance shall not be paid to the contractor. Tax deduction at source shall be made by CMRL as per the provisions of the statutes/acts of statutory bodies/local authorities etc., except when the contractor prior to release of payment submits valid and complete documents for tax exemption.
30.2	The bills shall be paid only if it is certified by a competent official of CMRL regarding satisfactory performance of the billed work.
30.3	It is mandatory to maintain all statutory documents at any point of time and the documents and records shall be made available for inspection by CMRL officials or by any other official authorized by CMRL, at any point of time.
30.4	The payment for the billed work will be released only through NEFT/RTGS and the contractor has to provide the bank account details for the same.

31. Security measures:

31.1	Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff/employees. A fine of Rs.5000/- on each event shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the contractor staff if any employee of contractor is caught stealing CMRL property. Decision of CMRL shall be final.
31.2	Contractor's employees and representatives shall wear Identification Badges (cards), helmet, gum boots and other safety/protection wear as directed by CMRL, and to be provided by the Contractor at his own cost. Badges shall identify the contractor and show the employee's name and number and shall be worn at all times while on duty.
31.3	All vehicles used by the Contractor shall be clearly marked with the Contractor's name and logo.

32. Carriage of materials:

32.1	No contractor's materials shall be carried through metro trains
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33. Facilities for inspection:

33.1	The contractor shall afford CMRL and its representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials and things of every kind required for the purpose and the CMRL and its representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
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34. Safety of public/staff:

34.1	The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff whether on public or CMRL property and shall comply with regulations appertaining to the work.
34.2	The contractor shall ensure that his men are always being well-behaved and they do not involve in eve teasing and do not cause sexual harassment of women anywhere. Offenders shall be punishable under various provisions of The Sexual Harassment of Women at Work place (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013).

35. Workmanship:

35.1	The whole of the work specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial practice, agreeable to the particulars contained in or implied by the technical specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of CMRL according to the instructions and directions which the contractor may from time to time receive from CMRL
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36. Indemnity by contractor:

36.1	The contractor shall indemnify and save harmless the CMRL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the CMRL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
36.2	The indemnity bond shall be in non-judicial stamp paper of minimum Rs.100/- value as per the format given in Annexure-11 .

37. Insurances:

37.1	During the term of this agreement, the contractor shall obtain and maintain at his own expense, adequate insurance with regards to all its obligations under this agreement including Commercial General Liability (CGL) Insurance, which is 5% of contract value covering bodily injury or death suffered by third parties (including the CMRL's Personnel) and loss of or damage to property (including the CMRL's property), Professional Indemnity Insurance, which is 3% of contract value covering for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission and workmen compensation(if applicable) in accordance with the statutory requirements applicable in the country where the facilities or any part thereof is executed.
37.2	The CMRL's name shall be mentioned under all insurance policies taken out by the Contractor except for Workmen Compensation Insurance. The Contractor's Subcontractors name(if any) also to be named under all the insurance policies taken out by the contractor.

38. Dispute resolution:

38.1	In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this agreement between the parties ("Disputers"), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.
38.2	<p>In the event that disputes between the parties subsist beyond 30 days of negotiations between the parties, then the dispute shall be settled as per the provisions of Arbitration and Conciliation Amendment Act 2015. The dispute shall be referred to:</p> <ol style="list-style-type: none">i. Arbitration by a Sole Arbitrator and he shall be appointed by the Functional Director of CMRL. The CMRL Officer/Individual to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as CMRL servant have expressed views on all or any of the matters under dispute or difference.ii. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.iii. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.iv. The venue of the arbitration shall be in Chennai.v. In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
38.3	The award passed shall be final and binding and both parties waive the right to appeal or contest the arbitral award.
38.4	It is further clarified that during the resolution of the disputes, the contractor shall be obligated for the continued performance of its obligations under the Agreement.
38.5	The language of arbitration proceedings will be English only.

38.6	The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
38.7	The Courts at Chennai shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

39. Force majeure:

39.1	In the event of any unforeseen event directly interfering with the operation of contract arising during this agreement period; 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 contractor 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 contract 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 contract was not operational.
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40. Termination:

40.1	If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing four months notice for termination upon such confirmed events having taken place.
40.2	The parties agree that Material Breach for the Contractor 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 Contractor of its fundamental obligations under this Agreement, such that the breach or non- achievement defeats the object and purpose of this Agreement.
40.3	CMRL shall also have, without prejudice to other rights and remedies, the right, in the event of Material Breach by the Contractor of any of the terms and conditions of the contract, or due to the Contractor'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 Contractor 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 Contractor shall be final and binding on the Contractor and shall not be called into question.
40.4	CMRL, in case of material breach may terminate this agreement without assigning any reason to the licensee by giving fourteen 14 days notice in writing to the Contractor.

40.5	In the event that the Agreement is terminated, the effective date of termination shall be decided by CMRL. However, the effective date of termination shall not be more than 4 (four) months from the date of notice.
40.6	In the event the Agreement is terminated by the Contractor, CMRL shall invoke the performance bank guarantee (PBG).
40.7	In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations.
40.8	In the event the Agreement is terminated after Commencement Date, then the contractor acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by CMRL, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the contractor agrees to provide services on the same terms as it were being provided during the tenure of the Agreement. The forfeiture of contractor Fee shall however, only be for the period for which the service has not been rendered by the Licensee proportionate to the license period.

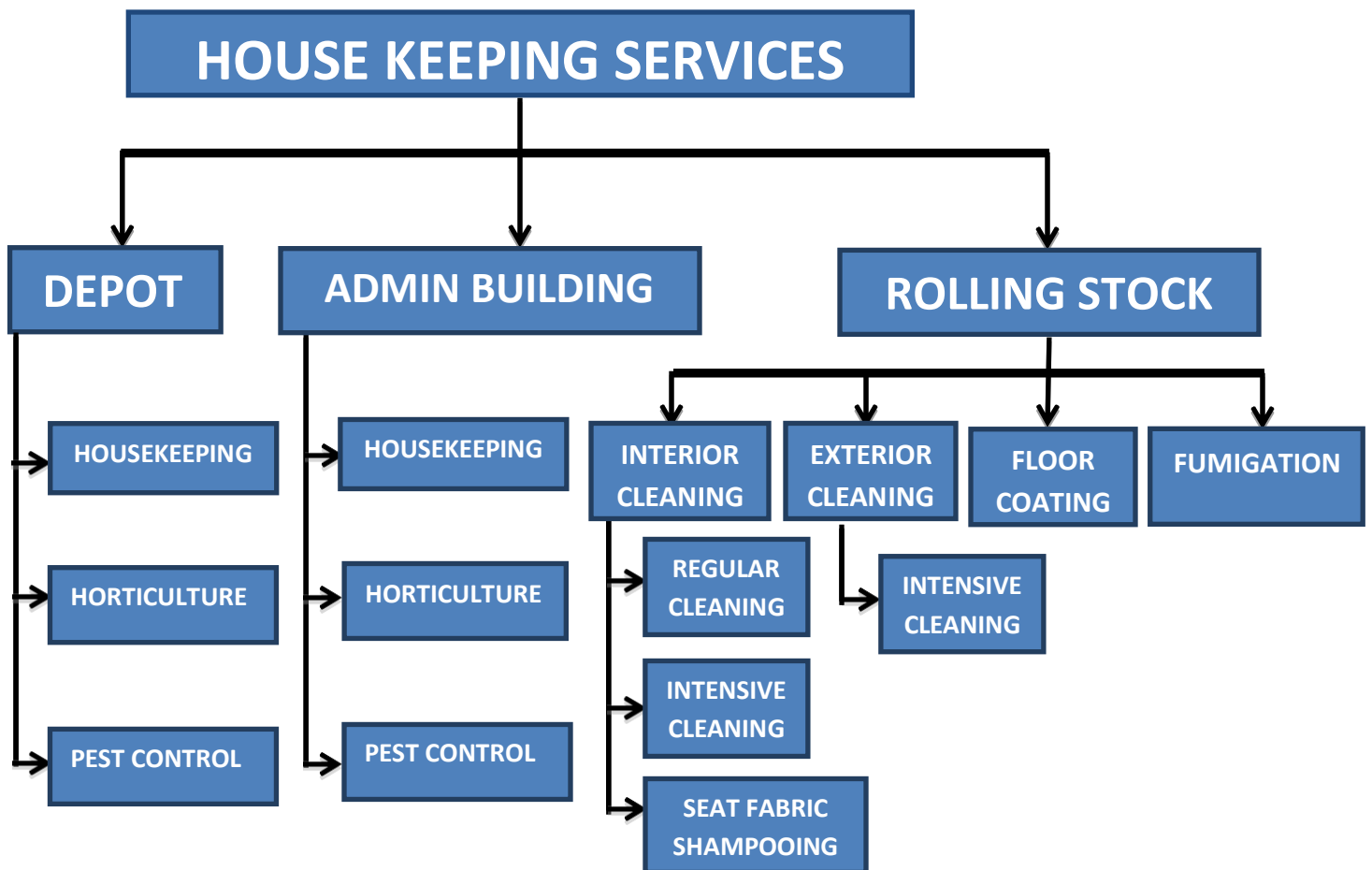
SPECIAL CONDITIONS OF CONTRACT

1.	The Contractor shall normally provide housekeeping services at Koyambedu depot, including administrative building or any other place, in the manner as required by CMRL.
2.	The contractor shall provide the housekeeping services for CMRL metro cars on the entire network of CMRL, in the manner as required by CMRL.
3.	Movement of housekeeping personnel, materials and equipment from depot to any other station available on the entire corridor of CMRL network, for providing metro car housekeeping services shall be borne by the contractor at his own cost. No additional cost will be provided by CMRL.
4.	All housekeeping activities in rooms of depot and admin building shall be completed 30 minutes prior to starting of working hours.
5.	All rest rooms shall be kept clean & in hygienic condition and cleaned atleast every 2 hour.
6.	The drain and sewerage pipe line shall be regularly cleaned in a programmed manner. It should be ensured that the choking materials such as napkins, rubber, polyethylene & gunny bag etc. are not dropped in drain pipe lines.
7.	CMRL shall have the right to terminate any person, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of CMRL
8.	The Contractor shall cover its personnel for personal accident and/ or death while performing their duty.
9.	The Contractor shall also provide at its own cost all statutory benefits/welfare or otherwise to its employees and the CMRL shall not have any liability whatsoever on this account.
10.	The train will be handed over by CMRL to the contractor and after performing metro car cleaning services as per stipulated procedures shall be handed back to CMRL. Issue of job cards by CMRL and closing of job cards by contractor's maintainer shall form part of this process.
11.	Bio-metric attendance system shall be maintained by contractor at his own cost. All employees attendance details shall be submitted to CMRL on monthly basis before the billing process.
12.	The contractor shall maintain a database for all their employees in electronic form. The relevant equipment required for maintenance of data basis under the scope of contractor
13.	The contractor shall obtain & shall maintain record of police verification certificate for all their employees.
14.	During the contract period, if the performance of the contractor is found 80% or less for 3 consecutive months shall be treated as Non-performance.
15.	Penalty shall be imposed for the first & second time of Non-performance.
16.	The penalties for first & second time of the Non-performance are Rs.5,00,000 and Rs.7,00,000 respectively.
17.	If the Non-performance persists for the third time, the contract will be terminated within four month from the date of issue of termination notice by CMRL.
18.	The contractor is expected to commence housekeeping service in full swing within 2 months from the date of issue of LOA. Until such time no payment will be made by CMRL.
19.	The service provider shall not assign, transfer, pledge or sub contract the performance of services.

SCOPE OF WORK

1. Scope of work:

1.1	Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building
1.2	Housekeeping services of CMRL metro cars -Interior and exterior cleaning, fumigation & protective floor coating



2. Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building.

The contractor shall execute mechanized housekeeping works with suitable, uniformed and trained personnel with the use of modern equipment and eco- friendly chemicals for the following locations of koyambedu depot including Admin building.

2.1 Description of the locations:

A	Stabling shed
B	Automatic train wash plant control room
C	Automatic train wash plant
D	Manual wash plant
E	Crew booking office
F	ETP
G	Security gate no:02 and its rooms
H	Rolling stock shed(office rooms and terrace)
I	Rolling stock shed- Inspection section
J	Rolling stock shed- workshop section
K	Under floor wheel lathe building
L	Infrastructure shed
M	General store
N	Canteen
O	Fuel Dispenser area
P	Substation-2& 3
Q	Compressor Room
R	Waste collection post
S	First Aid post
T	Parking area
U	Roads
V	Paved Area
W	Lawn area
X	De-weeding area
Y	Admin building & its rooms in all floors
Z	Area outside the main gate- Road paved footpath
AA	Internal & external cleaning of structural glazing

2.2 Major Activities:

Housekeeping services includes the following activities but not limited to,

Indoor activities	
A	Cleaning of various floors (Granite, Marble, Concrete, kota stone, Paved, Epoxy coated, Bitumen or tiled.)
B	Cleaning of different types of finishing to walls, pillars etc. (concrete, painted & tiled.)
C	Cleaning of Glasses fixed to the doors & windows.
D	Cleaning of doors, windows, gates, grills & vertical blinds.
E	Cleaning of Rolling shutters.
F	Cleaning of training aids (Projectors, projector screen, Markers boards & Display Boards.)
G	Cleaning of false ceiling including A/c louvers.
H	Cleaning of Fans.
I	Cleaning of Air-Conditioners.
J	Cleaning of Signage boards/Notice boards.
K	Cleaning of Office furniture (including its covers.), in/out trays.
L	Cleaning of Telephones & accessories.
M	Cleaning of Computers and accessories.
N	Cleaning & washing of Track plinth in the Depot lines.
O	Cleaning of Drainage System of entire depot (including regular de-silting).
P	Cleaning of stainless steel / mild steel/PVC hand railing etc.
Q	Cleaning of all electrical switch boards & panel boards & Tube lights.
R	Cleaning of Fire Hydrants, Fire Panels, All type of pipes, Valves & cabinets etc.
S	Cleaning of cobwebs.
Outdoor activities	
T	Management of vermin, pigeons, rodents, snakes & canines.
U	Cleaning of all roof lights in shed & high mast lights in depot.
V	Compost production & management.
W	De-weeding in Open areas.
X	Maintenance of Lawns.
Y	Immediate & Proper disposal of animal carcass.
Z	Cleaning of area outside the main gate-footpath & road.
AA	Internal & external cleaning of structural glazing.
AB	Cleaning of cab & saloon model along with its enclosure.

2.3 Area under the scope of work:

Description		Total Area in sq.mts (appx.)*	Nature of surface	Covered /open area
A	Workshop bay	14000	Concrete	Covered
B	Inspection bay	6500	epoxy	Covered
C	RS shed building (including rest rooms & pantry)	3200	Concrete/tile	Covered
D	SBL 1 to 12	17000	Concrete	Covered
E	Infra shed and building	3600	Concrete	Covered
F	Substation 2 &3 and compressor room	1000	Concrete	Covered
G	First aid post and security 2	200	Concrete/tile	Covered
H	ETP	400	Concrete	Covered
I	UFWL shed	700	Concrete	Covered
J	General stores	1400	Concrete/tile	Covered
K	Canteen	400	Concrete/tile	Covered
L	Auto and manual wash plant	850	Concrete/tile	Covered
M	Admin building	12600	Concrete/tile/ marble/granite	Covered
N	Crew booking office	650	Concrete/tile	Covered
Total covered area		62500		
O	Parking area	600	Paved	Open
P	Paved/Access road	4800	Paved	Open
Q	Peripheral road	9300	Bitumen	Open
R	De-weeding area	20000	-	Open
S	Lawn area	5000	-	Open
T	Area outside main gate – road & footpath.	3000	Paved/bitumen /barren	Open
U	Admin building & RSS	2450	Glazing	Open
Total open area		45150		
Grand total (Total covered & open area)		107650		

**The above are estimated areas. However, contractors are encouraged to visit site & make accurate assessment of actual area before bidding.*

2.4 Periodicity of housekeeping:

Description		Internal nominal cleaning*	Heavy cleaning*
A	Workshop bay	Daily	Weekly
B	Inspection bay	Daily	Weekly
C	RS shed building	Daily	Weekly
D	SBL 1 to 12	Weekly	Monthly
E	Infrashed and its building	Daily	Weekly
F	RSS & ASS - 2 & 3	Weekly	Monthly
G	Compressor room	Weekly	Monthly

H	ETP	Weekly	Monthly
I	UFWL shed	Weekly	Monthly
J	General stores	Daily	Weekly
K	Canteen	Daily	Weekly
L	Auto and manual wash plant	Daily	Weekly
M	Peripheral road	Monthly	-
N	Crew booking office	Daily	Weekly
O	Parking area	Weekly	Monthly
P	Access road/Paved area	Weekly	Monthly
Q	First aid post and security 2	Weekly	Monthly
R	De-weeding area	Monthly	-
S	Admin building	Daily	Weekly
T	Admin building& RSS (internal & external cleaning of structural glazing)	-	Twice a year
U	Area outside the main gate – road & footpath	weekly	-
V	Lawn maintenance	Daily	-

**The above periodicities are tentative and the contractor may alter for better results upon approval of CMRL, without change in cost.*

3. Housekeeping services for CMRL metro cars:

3.1 The following are the surfaces of metro cars.

Surfaces	
A	FRP
B	PVC
C	Toughened glass
D	Stainless steel
E	Aluminium
F	Mild Steel, Alloy steel, PU, Foam, Acrylic & fabric

3.2 Contractor is required to perform the following services in rolling stock metro cars.

Services	
A	Internal cleaning
B	Internal heavy cleaning
C	Protective floor coating
D	External heavy cleaning
E	Seat fabric shampooing
F	Fumigation

3.3 The periodicity of train cleaning services adopted by CMRL are as follows,

Sl.no	Type of cleaning service	Periodicity	Max time allowed for completion of activity(minutes)	No.of Trains *
A	Internal Cleaning	Daily	20	42
B	Internal Heavy Cleaning	Monthly	45	
C	Fumigation	Monthly	10	
D	Protective Floor Coating	Quarterly	60	
E	External Heavy cleaning	Half-yearly	180	
F	Seat fabric shampooing	Monthly	20	

**The above periodicities are tentative and numbers of trains are indicative & may subject to change without change in cost.*

4. Planning

4.1	The Contractor shall prepare and submit a detailed monthly housekeeping plan to CMRL for approval.
4.2	All housekeeping services for depot/admin building & Metro Cars shall be carried out as per the approved monthly plan.
4.3	The Housekeeping Services in the depot/admin building & metro cars shall not affect the movement of trains, nor cause any accident to the personnel or affect the normal working.
4.4	Weekly Pep talk shall be given to all housekeeping staff before dispersing them into the work by the housekeeping supervisors, to create awareness on safety procedures to be followed while working.

5. Housekeeping methodology:

The Contractor shall submit a detailed housekeeping procedures for all surfaces in depot/admin building & metro cars in the following format for CMRL's approval, within two weeks from the date of signing the contract.

Title	
Chemicals required	
Equipment required	
Safety precaution & PPE required	
Detailed methodology	
Consumables required	

6. Consumables and cleaning chemicals:

6.1	Environment friendly consumables and chemicals to the extent possible shall be used for housekeeping services for depot/admin building & metro cars. These should be free from harmful chemical reactions, odour and shall not affect the passengers/employees, materials and equipment etc.
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6.2	The consolidated list of consumables and chemicals as stated in the house keeping methodology shall be submitted by the contractor, for CMRL's approval.
6.3	Contractor shall store and maintain atleast 2 month inventory of CMRL approved quantity in housekeeping store at all times, during the period of contract.
6.4	CMRL shall provide space free of charge for stocking of consumables & chemicals for housekeeping services.
6.5	The contractor shall make necessary arrangements such as racks, hangers, stackers, holders etc., to properly stack the cleaning implements, at his own cost.
6.6	Contractor can alter the approved quantity & type of chemical for better results after approval of CMRL, at no additional cost.
6.7	Relevant records on daily consumption & material inventory shall be maintained by the contractor by best industry practices.
6.8	CMRL has right to audit the work performance by the contractor.
6.9	In case of non-conformance noticed during the audit, the contractor will be penalized as per the provisions of this contract.

7. Equipment:

7.1	Contractor shall propose deployment of adequate number of proven latest equipment along with technical details like make, type, capacity, etc., for CMRL approval for meeting day to day depot/admin building & metro cars housekeeping service requirements.
7.2	Contractor shall deploy only newly purchased equipment & shall not use any second hand/already used equipment for housekeeping services. Relevant purchase order copies shall be submitted to CMRL, as proof of purchase.
7.3	The adequate number shall also include spare equipment.
7.4	The upkeep and maintenance of such equipment shall be the sole responsibility of the contractor.
7.5	If any equipment found not working, applicable penalty shall be levied as per the provisions of this contract.
7.6	Specific locations shall be earmarked for all equipment by the contractor. The contractor shall ensure that all equipment are placed in the specified locations, after use.
7.7	Dedicated cleaning equipment and personnel shall be available for each floor in admin building.
7.8	Owing to large area in depot sheds, cleaning shall be performed with the help of manual driven equipment.
7.9	All cleaning equipment shall be silent in operation and preferably be battery operated.
7.10	The complete list of approval equipment including spare equipment, shall be inducted within 3months the date of issue of LOA

8. Documentation:

Relevant housekeeping records for depot/admin building & metro cars shall be proposed by the contractor for CMRL's approval. CMRL reserves rights to audit all housekeeping records maintained by the contractor. In case of non-conformance noticed during the audit, the contractor will be penalized as per the provisions of this contract.

9. 5S Practice:

The contractor shall strive to adopt best industry practices for housekeeping. 5S practice for housekeeping shall be implemented by the contractor in depot/admin building site within 3 months, from the date of signing the contract.

10. Display of safety signage:

10.1	Contractor shall adopt all necessary safety procedures to avoid any type of accidents to men and material.
10.2	The contractor shall display necessary safety signage at required locations in depot/admin building after approval by CMRL.
10.3	The contractor shall exhibit –work in progress- boards/ caution boards while preferring their activities.

11. Communication:

11.1	A dedicated mobile phone with permanent number (hotline) shall be provided by the contractor to their personnel, which shall serve as a single point contact for CMRL.
11.2	Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor.

12. Interfaces:

12.1	Housekeeping contractor is required to interface with PPIO/CMRL, MEP/CMRL, AEW & UDS contractor, on a day to day basis, during the course of contract period.
12.2	Housekeeping contractor shall co-ordinate with the above fellow contractors for smooth running of all housekeeping services of depot/admin building & metro cars.
12.3	Any disputes that arise between the contractors during interface in depot, PPIO's (CMRL) decision will be final.
12.4	Any disputes that arise between the contractors during interface in admin building, authorized HR representative's (CMRL) decision will be final.

13. Organizational structure:

The contractor shall propose an organizational structure for executing the housekeeping services in depot/admin building & metro cars, for CMRL's approval.

The proposed organizational structure shall comprise of

1. At least one Service manager
2. Supervisors
3. Housekeeping staff.

13.1 Roles and responsibilities:

The contractor shall submit the roles and responsibilities of service manager, supervisors & housekeeping staff for CMRL's approval.

13.2 Selection of service manager:

The contractor shall submit the resumes of prospective candidates for the post of service managers, for CMRL's approval.

13.3 Eligibility criteria:

Sl.no	Designation	Minimum academic qualification	Minimum Experience
1	Service Manager	Degree in any branch	At least 10 years in Housekeeping services is essential.

14. Training:

14.1	The contractor is responsible for providing training to all their housekeeping staff including supervisors & manager for executing the housekeeping services for depot/admin building & metro cars as per the requirement of CMRL.
14.2	The service manager has to prepare and submit the training plan with minimum training hours for CMRL approval. Upon approval, contractor shall start the training activities to the housekeeping staff. The training shall be conducted by professional agencies.
14.3	Upon successful completion of induction training, competency certificate shall be issued by the Service manager for a period of one year. The tenure of unsuccessful candidates shall be discontinued.
14.4	At one month prior to the end of competency certificate validity, refresher training shall be conducted for all housekeeping staff. Thereafter, the certification needs to be renewed every year by the service manager duly reviewing the competency of the housekeeping staff.
14.5	First aid, firefighting and electrical safety training by professional agencies shall also be the part of induction & refresher training, apart from training of housekeeping services.
14.6	Possession of valid competency certificate is a pre-requisite for performing housekeeping services in depot/admin building & metro cars.
14.7	All contractor personnel shall possess the valid competency certificate at all times during the performance of services. In case of non-availability of competency certificate or possessing the invalid competency certificate by the personnel shall be penalized as per the provisions of this contract.

15. Safety:

15.1	The depot premises are having high voltage over-head electric lines, high voltage equipment on train and depot, movement of trains in the depot, rail track, sophisticated equipment etc., which may cause major injury, electrocution or even death to the personnel and thus requirements for safety observance are very high. Hence, usage of relevant personal protective equipment (PPE) is mandatory during depot housekeeping services.
15.2	Safety belt for working at height, helmet, safety shoe, cotton gloves, nose mask, face mask and ear plug form a set of PPE. Provisioning and renewal of PPE to housekeeping staff shall be the responsibility of the contractor, at his own cost.
15.3	In case of fire or observing anything unusual on electric traction equipment or wires, the cleaning personnel shall promptly inform PPIO.
15.4	Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed.
15.5	Staff found without PPEs and uniform while working shall be penalized as per the provisions of this contract.

16. Performance Level:

16.1	CMRL shall evaluate all the work executed by the contractor on daily basis by means of a check sheet.
16.2	Appropriate weightages are given for the respective surfaces. Separate check sheets are used for Metro cars & Depot/admin building housekeeping services.
16.3	During the contract period, if the performance of the contractor is found 80% or less for 3 consecutive month shall be treated as Non-performance.

16.4	Penalty shall be imposed for the first & second time of Non-performance
16.5	If the Non-performance persists for the third time, the contract will be terminated within four month from the date of issue of termination notice by CMRL.

17. Use and Care of Site

17.1	The contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of CMRL.
17.2	All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris (other than required for compost preparation) shall be disposed to the approved locations by Chennai Corporation/Municipal Authorities in covered position. The necessary materials required i.e. cartons/ dustbins etc., shall be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor. The Waste disposal shall be done in sealed condition without affecting the environment.
17.3	Chemicals & bins for compost production shall be supplied by the contractor.
17.4	All empty cans and containers, plastic bottles etc., shall be crushed immediately.
17.5	Stockings of cheap chemicals in branded containers are strictly prohibited.

18. Horticulture services for depot/admin building:

Contractor shall be responsible for

18.1	Cleaning, watering and maintenance of Indoor plants, outdoor plants & pot plants.
18.2	Cleaning, watering & maintenance of Lawns.
18.3	Cutting & trimming of rank vegetation in depot area.
18.4	Provision of new lawns.

19. Pest management:

19.1	Contractor shall take all precautionary measures in order to control the pest in depot and admin area for vermin, pigeons, rodents, snakes & canines.
19.2	Contractor shall include separate plan for pest control every month for CMRL's approval.
19.3	The contractor shall restrict all the entry points of pests & ensure non-persistence of pests.
19.4	The contractor shall also identify & eliminate sources of food, water & shelter for pests.
19.5	Disposing of trash carefully & regularly by the contractor.
19.6	The contractor shall keep dumping area clean to avoid the existence of pest.
19.7	Immediate & proper disposal of animal carcass.

20. Mobile app requirement

20.1	A web based mobile app validating and monitoring system shall be implemented for depot/admin building housekeeping & metro cars services at the contractor's cost. The same shall be jointly used by the contractor personnel and CMRL staff.
20.2	The Mobile app shall display daily plan for housekeeping services of depot/admin building & metro cars in-line with approved monthly maintenance plan.
20.3	The Mobile app shall display the before & after status of the work executed by the contractor with images & videos.

20.4	CMRL performance and acceptance parameters shall be incorporated in the mobile app in a checklist format & the same shall be used by CMRL for contractor performance evaluation.
20.5	All recurring cost including data charges, if any, shall be borne by the contractor throughout the period of contract.
20.6	All data available in this system is confidential & shall be the property of CMRL. The Contractor shall take backup of this data & handover to CMRL on quarterly basis.
20.7	The app shall serve as an important validation tool for CMRL and billing tool for contractor.
20.8	Any validation without the app will not be considered for billing.
20.9	The app shall be capable of making changes in the evaluation check sheets and other documents as per the discretion of CMRL, without any additional cost.

21. Evaluation check sheet

a. Depot

Sl.no	Surfaces	Weightage	Measured Grading	Payment score	
A	Floor and wall Surfaces	Concrete	5%		
		Epoxy	10%		
		Kota stone	5%		
		Painted	5%		
		Tiles	5%		
		Porcelain/marbles	10%		
		Bitumen	2%		
		Barren area	8%		
B	Glasses	Window glasses	5%		
		All other glasses	5%		
C	Metals	Aluminum	2%		
		Galvanized	4%		
		Stainless steel	5%		
		Mild steel	4%		
D	Ceilings Surface	Metal false ceiling	2%		
		Gypsum false ceiling	3%		
E	Non-metals	Plastics / acrylics	8%		
		All electronic equipment	4%		
		Wood	4%		
		Rubber/foams/other non- metals	4%		
Total		100%			

Note:

1. All other glasses means notice board glasses, table glasses, wall clock glasses, door glasses mirror lasses.
2. All electronic equipment includes computer and its accessories, telephone, all display panels , Laptop, projectors and all gadgets etc.
3. Shine level is only applicable for epoxy, painted, tiles, Porcelain/marbles.

22. Evaluation check sheet

b. Admin building

Sl.no	Surfaces	Weightage	Measured grading	Payment score	
A	Floor and wall Surfaces	Concrete	5%		
		Marble/granite	10%		
		Porcelain	10%		
		Painted	10%		
		Tiles	15%		
B	Glasses	Window glasses	5%		
		All other glasses	5%		
C	Metals	Aluminum	2%		
		Galvanized	4%		
		Stainless steel	5%		
		Mild steel	4%		
D	Ceilings surfaces	Metal false ceiling	2%		
		Gypsum false ceiling	3%		
E	Non-metals	Plastics / acrylics	8%		
		All electronic equipment	4%		
		Wood	4%		
		Rubber/foams/other non- metals	4%		
Total		100%			

Note:

1. All other glasses means notice board glasses, table glasses, wall clock glasses, door glasses mirror glasses.
2. All electronic equipment includes computer and its accessories, telephone, all display panels , Laptop, projectors and all gadgets etc.
3. Shine level is only applicable for epoxy, painted, tiles, Marble/granite.

23. Evaluation check sheet – Metro cars

Sl.no	Surfaces	Weightage	Measured grading	Payment score
A	FRP	25%		
B	PVC	25%		
C	Glasses	15%		
D	Stainless steel	25%		
E	Aluminum	5%		
F	Mild steel/Alloy steel/PU/Foam/Acrylic	5%		
	Total	100%		

24. Evaluation:

The overall performance grading will be done on a daily basis. The payment as per the bill raised by the contractor will depend upon the overall score obtained by the contractor. The payment terms shall be as below:-

	Rating	Cumulative payment score (CPS) range	Percentage of Payment
A	Class-1	96 to 100	100
B	Class-2	91 to 95	95
C	Class-3	86 to 90	90
D	Class-4	80 to 85	80
E	Class-5	Less than 80	No payment

25. Acceptance criteria for depot/Admin building housekeeping & metro car services:

Sl. No	Parameter	Surfaces	Range	Grading	Remark
A	Shine Level	Floor and Wall surfaces	Above 70 GU	100	To be measured with a reference gloss meter at 10 locations.
			70-60 GU	90	
			60-50 GU	80	
			Less than 50 GU	0	
B	Dust Level	Floor , Wall and ceiling surfaces	100% No dust	100	To be checked with a white blotting paper rubbed on floor at 10 locations.
			90% No Dust	90	
			80% No Dust	80	
			Less than 80%	0	
C	Foot Marks	Floor surfaces	No foot marks	100	To be inspected at 10 locations.
			1-2foot Marks / Sq.m	90	
			3-4foot Marks / Sq.m	80	
			More than 4 foot marks/Sq.m	0	
D	Pan and Ghutka stains	Floor, Wall ,metal, non-metal and glass surfaces	No stains	100	To be inspected at 10 locations.
			Any stains	0	
E	Finger/Palm Marks	Floor, Wall ,metal, non-metal and glass surfaces	No Finger prints	100	To be inspected at 10 locations.
			Any finger prints	0	

Note: Gloss meter for checking the shine level of various surfaces is under contractor scope.

26. Incentives

The contractor shall be awarded with incentives as follows:

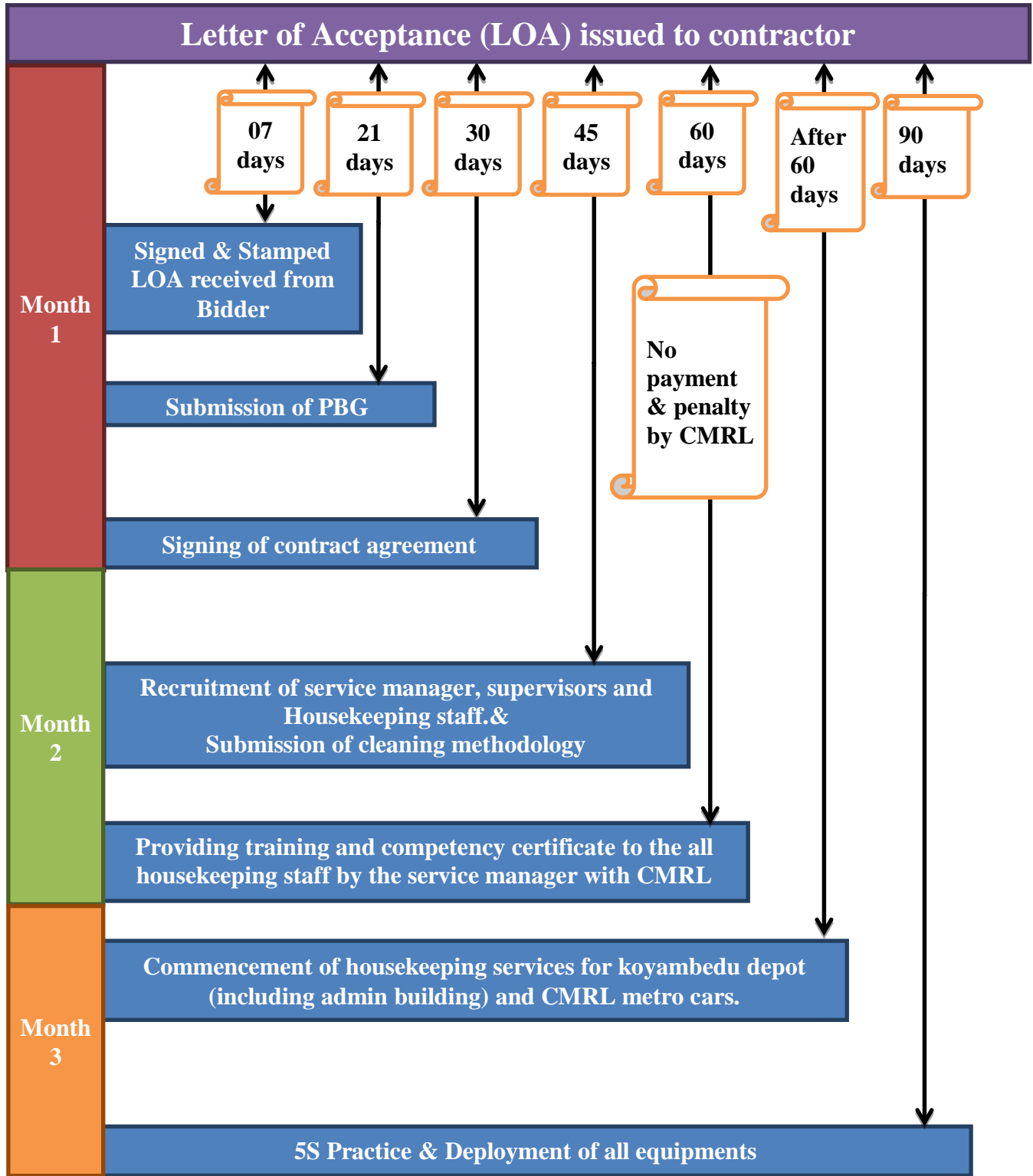
Sl.no	Description	Amount (Rs)
26.1	Compost preparation in depot (for every 50 kgs)	10000
26.2	Cumulative payment score (CPS) maintained above 95 for 3 consecutive months.	25000 for every 3 consecutive months
26.3	Accident/incident/near-miss free performance for 6 consecutive months.	15000 for every 6 consecutive months

27. Penalties:

The contractor shall be penalized in case of poor workmanship/Non-conformance related to housekeeping services.

Sl.no	Description	Penalty (Rs)
27.1	Non-availability of consumables and materials in housekeeping store at any time during the contract period.	10000 per item
27.2	Inadequate stock	5000 per item
27.3	Stocking of cheap chemicals in branded containers.	5000 item
27.4	Not deployed or non-working equipment	10000 per equipment per day
27.5	Staff found without PPEs and uniform (as applicable) while working & failure to observe depot safety procedures	1000 per incident
27.6	If any damage to any of the equipment installed at depot/admin building or metro cars due to presence of rodent.	10000 per incident
27.7	Absence of or Improper documentation.	10000
27.8	Late start or loss of punctuality to trains whatsoever that may arise out of poor workmanship & carelessness.	15000
27.9	Damage, theft, loss, missing of sanitary, water supply equipment & other fittings	As decided by CMRL.
27.10	If any damage to any of the surface in depot/admin building & metro cars while using chemical & equipment.	As decided by CMRL.
27.11	Presence of animal dropping.	500 per observation
27.12	Presence of pigeon dropping (more than 2 droppings in one sq.m)	500 per observation
27.13	Snake bite/ dog bite for any working personnel including CMRL Staff.	10000 per incident

28. Timeline:



DISCLAIMER

1. 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 contract, 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 contract.
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.

TECHNO –COMMERCIAL BID
Covering letter comprising the Bid

Dated:

To,
Joint General Manager (Rolling stock and Operation),
Chennai Metro Rail Limited, Admin Building,
CMRL Depot, Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.

Dear Sir,

1. With reference to your bid document for CMRL/RS/16/2017, I/we, having examined the bid documents and understood its contents, hereby submit my/our bid along with the bid for the award of contract. The letter and the bid is unconditional and unqualified.
2. I/ We acknowledge that CMRL will be relying on the information provided in the bid and the documents accompanying this bid for qualification of the bidder(s) for the award of contract, and I/we certify that all information provided in the bid and its annexes is true and correct.
3. I/We understand that the submission of bid/offer does not guarantee the award of the said contract.
4. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the bidding documents, including any addendum issued by CMRL;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the bid document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the bid document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that CMRL may cancel the bidding process at any time and that CMRL is neither bound to accept any bid that CMRL may receive nor to invite the bidders to bid for the award of contract, without incurring any liability to the bidders, in accordance with the bid document.
8. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of the bid document; we shall intimate CMRL of the same immediately.
9. I/We understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the bid document, I/We shall be debarred by CMRL for further participation in the similar future contracts/licenses of CMRL for a period of nine (9) years.

10. The power of attorney for signing of bid and the power of attorney for lead member of consortium, as per format provided at techno-commercial bid of the bid document, are also enclosed. The power of attorney shall be in non-judicial stamp paper of minimum Rs. 100/- value as per the format given.
11. In the event of my/our being declared as the selected bidder, I/We agree to enter into a contract agreement in accordance with the draft that has been provided to me/us prior to the bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
12. I/We have studied all the bidding documents carefully and we understand that except to the extent as expressly set-forth in the contract agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or concerning or relating to the bidding process including the award of contract.
13. The techno-commercial/price bid has been submitted by me/us after taking into consideration all the terms and conditions stated in the bid document, my/our estimates of costs and all the conditions that may affect the bid.
14. The online transaction details of the Earnest Money and cost of the tender document is furnished in Annexure – 5.
15. I/We confirm that, the full payment has been made through online transaction for tender fee and EMD. I/We understand that, in case CMRL did not receive the above mentioned payments then the tender will be summarily rejected.
16. I/We agree and understand that the bid is subject to the provision of the bidding documents. In no case, I/We have any claim or right of whatsoever nature if the contract is not awarded to me/us or my/our bid is not opened.
17. I/We agree to keep my/our bid valid for 140 days from the bid due date specified in the bid document.
18. I/ We agree and undertake to abide by all the terms and conditions of the bid document.
19. We agree and undertake to be jointly and severally liable for all the obligations of the contractor under the contract agreement till the expiry/termination of the contract agreement.

In witness thereof, I/ we submit this bid along with our bid under and in accordance with the terms of the bid document.

Yours faithfully,

(Signature)

Name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member.

Date:

Place:

JOINT BIDDING AGREEMENT**(To be executed on stamp paper having value Rs.100/-)**

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

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

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

AND

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

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

AND

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

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

the above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS:

- A. CMRL has invited bids by its bid document dated _____ (the “document”) for submission of bids for the award of contract for Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building, and Housekeeping services of CMRL metro cars -Interior and exterior cleaning, fumigation & protective floor coating.
- B. The parties are interested in jointly bidding for the award of contract as members of a consortium and in accordance with the terms and conditions of the document and other bid documents in respect of the award of contract.
- C. It is a necessary condition under the document that the members of the consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and interpretations in this agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the document.

2. Role of the Parties

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

- a. Party of the first part shall be the lead member of the consortium and shall have the power of attorney from all parties for conducting all business for and on behalf of the consortium during the bidding process and until the appointed date under the contract agreement when all the obligations of the consortium shall become effective;

3. Joint and Several Liabilities

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the award of contract and the services desired under the contract in accordance with the terms of the document and the contract agreement.

4. Representation of the Parties

Each party represents to the other parties as of the date of this agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement;
- b. The execution, delivery and performance by such party of this agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this agreement for the delegation of power and authority to execute this agreement on behalf of the consortium member is annexed to this agreement, and will not, to the best of its knowledge:
 - i. Require any consent or approval not already obtained;
 - ii. Violate any applicable law presently in effect and having applicability to it;
 - iii. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. Violate any clearance, permit, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such party is a party or by which such party or any of its properties or assets are bound or that is otherwise applicable to such party; or
 - v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such party so as to prevent such party from fulfilling its obligations under this agreement;
- c. This agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- d. There is no litigation pending or, to the best of such party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfillment of its obligations under this agreement.

5. Termination:

This agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the contract agreement, in case the contract is awarded to the consortium. However, in case the consortium is not awarded the contract, the agreement will stand terminated upon return of the earnest money by CMRL to the bidder, as the case may be

6. Miscellaneous

- a. This joint bidding agreement shall be governed by laws of India.
- b. The parties acknowledge and accept that this agreement shall not be amended by the parties without the prior written consent of CMRL.

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

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

For and on behalf of
SECOND PARTNER
(Signature)
(Name)
(Designation)
(Address)

Notes:

1. The mode of the execution of the joint bidding agreement should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each joint bidding agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this agreement for the delegation of power and authority to execute this agreement on behalf of the consortium members.

POWER OF ATTORNEY FOR SIGNING OF BID**(To be executed on stamp paper having value Rs.100/-)**

Know all men by these presents, we _____

_____ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), _____ son / daughter / wife of _____ and presently residing at _____, who is presently employed with us / the Lead Member of our Consortium and holding the position of _____,

as our true and lawful Attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract for “Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building. And Housekeeping services of CMRL metro cars -Interior and exterior cleaning, fumigation & protective floor coating” for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all bids and other documents and writings, participate in bidders and other conferences and providing information / responses to Chennai Metro Rail Limited (CMRL), representing us in all matters before Chennai Metro Rail Limited, (CMRL) signing and execution of all contracts including the contract agreement and undertakings consequent to acceptance of our bid and generally dealing with CMRL in all matters in connection with or relating to or arising out of our bid for the award of contract to us and / or till the entering into of the contract Agreement with CMRL.

AND

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

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

For _____ (Signature, name, designation and address)

Witnesses:

1. _____ (Notarized)

2.

Accepted _____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when

It is so required; the same should be under common seal affixed in accordance with the required procedure.

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

To be submitted on the customer Letter head

Date:

To
Joint General Manager (Rolling stock and Operation),
 Chennai Metro Rail Limited
 Chennai-107

This is to certify that M/s. _____ have been awarded the following contract/s:

S.No	Location of the work	Scope of the work	Contract awarded date	Contract completed date (if ongoing, mention "ongoing")	Area (Square meters)
1					

I, the undersigned, declare that the above mentioned work was executed by M/s. _____ to our completed satisfaction.

Yours Sincerely,

Mandatory Information for Eligibility of the Bid

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

2. For all partners to provide the details

S. No.	Techno-Commercial Criteria	Details (to be filled by the bidder)	Pg. Nos.
1	Name of the Bidder		
2	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.	Name: _____ Contact no. _____ Email: _____ Fax No. _____	
3	Full address of the Bidder with Telephone No. and Fax No.	Address. _____ _____ Contact no. _____ Fax No. _____	
4	Details of online transaction (UTR No.) of cost of tender document for an amount of Rs.24,000/-	UTR No. _____	
5	Details of online transaction (UTR No.) of EMD for an amount of Rs. 1,00,000/-	UTR No. _____	
6	Specify the legal status of bidder : company / partnership firm / individual		
7	In case of company, please enclose memorandum and articles of association along with certificates of incorporation and date of commencement of business		

8	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. Duly attested by Notary.		
9	PAN of the bidder (Please enclose the attested photocopy of PAN card issued by Income Tax Department)		
10	Bank account details	Bank Name: _____ Address: _____ Beneficiary: _____ Acc. No. _____ IFSC code. _____	
11	GST Number of the bidder (Please enclose the attested photocopy of GST Registration Certificate issued by relevant authorities)		
12	PF Registration of the bidder (Please enclose attested photocopy of Provident Fund Commissioner) , if applicable		
13	Copy of license under Contract Labour Act, 1970 (If applicable)		
14	ESI Registration (Please enclose attested photocopy) , if applicable.		
15	Turnover of the bidder for the preceding three years, viz.2014-15, 2015-16 and 2016-17 (Please enclose a statement duly certified by Chartered Accountant) Annexure-5 , Format– 1:		
16	Profit and Loss statement for three years, viz.2014-15, 2015-16 and 2016-17 (Please enclose a statement duly certified by Chartered Accountant) Annexure-5 , Format– 1		

Note:

1. The details as required in must be submitted with supporting documents as applicable. Failure to submit details is a **disqualification**.
2. Bids with alterations shall be attested by the bidder.

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

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

(Signature of the Bidder)

SEAL

Date:

Name:

Address:

1. The form below shall be filled by the bidder along with all supporting documents as stipulated in the relevant rows.
2. For all partners to provide the details of annual revenues for each head, as applicable, for the last 3 financial years.

Annexure – 5, format– 1:

Turnover of the bidder(s):

Name of bidder	2014-2015	2015-2016	2016-2017	Average of all three financial years

Profit – Loss before taxes of the bidder(s):

Name of bidder	2014-2015	2015-2016	2016-2017

(Chartered Accountant’s Signature & Date)

Bidder’s signature and Name

Name of the CA:

Name of the Authorised Signatory

Chartered Accountant’s Seal

Bidder’s Seal

CA Registration Number:

CA’s Address:

CA’s Telephone / Fax Number

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: CMRL/RS/16/2017

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

Authorised Signatory

Name : _____

Seal: _____

Date: _____

Place: _____

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: CMRL/RS/16/2017

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

Authorised Signatory

Name : _____

Seal: _____

Date: _____

Place: _____

CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED

S. No.	Details / Documents submitted	Whether complied – please indicate „Yes“ or „No“.
1	Have you filled the online transaction details (UTR no.) of cost of tender document in Annexure – 5	
2	Have you filled the online transaction details (UTR no.) of EMD in Annexure – 5	
3	Have you submitted Covering letter for Techno-Commercial Bid in your letter head as in proforma.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-3.	
5	Have you attached details of Techno Commercial experience as in Annexure-5 along with details furnished as in Format-1.	
6	Have you attached mandatory information's for eligibility of the Bid with all certified copies as stated vide Annexure-6.	
7	Have you attached undertaking for Third Party Audit agreement as per proforma in Annexure-6	
8	Have you attached Certification for non-engagement of middlemen or agent as per proforma in Annexure-7	
9	Have you signed all pages of the tender document. (To be signed by the authorised signatory as per the Power Attorney given in Annexure-3).	
10	Have you filled in all the cells in Price Schedule (Financial bid).	

Seal of the Bidder

Signature:.....

Name of the Authorised signatory:.....

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

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

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

[ON NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]**UNDERTAKING FOR INITIAL FILTER CRITERIA**

Sub: - Tender for Housekeeping, Pest control & Horticulture services for CMRL koyambedu depot including Admin Building and Housekeeping services of CMRL metro cars -Interior and exterior cleaning, fumigation & protective floor coating.

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

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

Signature of Authorized Signatory_____

Name of Authorized Signatory_____

Seal of the Authorized Signatory

Performance Bank Guarantee Bond

Managing Director,

Chennai Metro Rail Limited

1. In consideration of the “Chennai Metro Rail Limited (CMRL)” having agreed to accept from _____ (hereinafter called “the said contractor/s with address), under the terms and conditions of an Agreement/Acceptance letter dated _____ made between _____ and _____ (hereinafter called “the said contract agreement”) the Performance Guarantee for the due fulfillment by the contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as “the Bank”) at the request of _____ contractor/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.

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

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

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

discharged or till _____ office/Department CMRL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before _____ (date of completion + 6 months) we shall discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name and address of the Bank) further agree with the CMRL that the CMRL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the CMRL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) Supplier(s).

7. We, _____ (indicate the name and address of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing. This Bankers Guarantee payable at a designated Bank Branch located in Chennai.

Date this _____ day of _____ 2017.

For _____

(The name of Bank)

Seal of the Bank

Witness 1: Name and address

Witness 2: Name and address

INDEMNITY BOND

This Indemnity is made and executed at _____ on this _____ day of _____ 2017 by

M/s. [Thiru/Tmt/Selvi] _____ represented by its Managing Director, _____, son of _____ having administrative Office at _____ hereinafter called INDEMNIFIER – CONTRACTOR AND IN FAVOUR OF (name and address) _____ hereinafter called INDEMNIFIED –Chennai Metro Rail Limited (CMRL),

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

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

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

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

IN WITNESS whereof, the Contractors have put their signatures in the presence of the witnesses.

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

1. WITNESS : NAME & ADDRESS

2. WITNESS: NAME & ADDRESS
