NIT No. CMRL/OPN/RC/Procurement/010/2015 CMRL invites online tenders through e-procurement portal from reputed suppliers under single bid system for the following work		
1	***Name of the Work***	Tender for **procurement of Bicycle and Comprehensive annual maintenance**.
2.	***Details of Techno-Commercial and Financial Bid***	**Techno-Commercial Bid :-** i. Earnest Money Deposit (Online transaction) ii. Technical specification and compliance sheet (Annexure - A) & Financial offer (BOQ) & Vendor Information (Annexure – B).
3	***Earnest Money Deposit***	***Rs.9,521.00/-(Rupees- Nine Thousand Five Hundred and Twenty One Only).***
4	***Tender Validity***	Offers shall be valid for a period of **180 days** from the date of financial bid opening.
5	***Tender Publishing date***	21.02.2018
6	***Performance Security***	Performance Security will be 5% of the value of the contract/P.O.
7	***Tender documents***	The tender documents can be downloaded from CMRL website www.chennaimetrorail.org. & CPP portal http://eprocure.gov.in/eprocure/app.
8	***Tender inviting Authority***	**Joint General Manager(RSO),** Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu **Email id – mgrrev@cmrl.in**
9	***Last date for Up-loading of Tender document in e-procurement portal***	23-03-2018 at 11:00 Hrs.
10	***Date and Time of Opening of Tender (Techno Commercial Bid & Financial offer) in e-procurement portal***	24-03-2018 at 11:00 Hrs.
11	***Bank account details of Chennai metro rail Ltd***	**i. Bank Name : Corporation Bank, Ashok Nagar Branch, Chennai** **ii. Account No. 510341000054264** **iii. IFSC code : CORP0000578**
12	***Bidders barred from bidding of this tender***	Single or JV under suspension, debarred, black-listed , by GOI, GOTN, PSUs, Metro rail corporations, CMRL or whose contracts were terminated as on date of submission of bid are ineligible to apply for this tender

With regards,

S.Satheesh prabhu,
JGM(RSO)
Chennai Metro Rail limited.,

E-Tender for procurement of Bicycle and Comprehensive annual maintenance.

Table of contents		
S.No	**Index**	**Page No.**
1	Instructions to the Bidders & General conditions	1
2	Technical Specification & Compliance sheet Annexure –A	10
3	Vendor Information Form Annexure –B	13
4	Agreement Annexure – C	14

Chennai Metro Rail Limited
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)

CMRL/OPN/RC/Procurement / 010/2015 Date: 21.02.2017

Sub: Invitation of e-tender for "procurement of Bicycle and Comprehensive annual maintenance contract (05 years) for CMRL stations Under single bid system"

Chennai Metro Rail Limited (CMRL) is a Joint Venture of Government of India (GOI) and Government of Tamil Nadu (Go TN) and is entrusted for implementation of Metro Rail project in Chennai City. Sealed quotations are invited from the agencies for **"procurement of Bicycle and Comprehensive annual maintenance contract (05 years) for CMRL stations Under Single bid system"**having following details:-

Sl. No.	Name of the Item	Qty.	Specifications.
1.	Uni-Sex Bicycle	50 N0's.	Detailed technical specifications and compliance sheets are attached in ***Annexure –A***

1. Instructions to the Bidders:

i. CPP portal: The procurements of goods and services of CMRL will be done through e-procurement. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.

ii. Eligibility to participate in tender:

- 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.
- 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.
- The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.

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

Ø Go to "http://eprocure.gov.in/eprocure/app" web site.
Ø Click on "Click **here to enroll**". It will take you to ' **online enrolment'** screen.
Ø Against **User type**, select either 'individual' or 'corporate'.
Ø Please specify your **log in ID,** indicated in the application while applying for DSC
Ø Please create your own **password**. Before creating, please refer to '**Password Policy'** that appears on the right side of the screen. Password should be in accordance with that policy.
Ø **Confirm the password** once again.
Ø Click on "**Next**"
Ø 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 (*)**.
Ø After entering the fields, click on "**Submit"**.
Ø You will get a message that Log in ID registered successfully, that completes your entry.

iii. Registration: Tenders are open to the eligible bidders, In order to submit the Bid, the biddershave to get themselves registered on-line on the e-Procurement portal (http://eprocure.gov.in/eprocure/app) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. 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 himselfunder "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint venture/Company then registration should be under **"Corporate" category**. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or his duty authorized person.

iv. **Tender dates**: Tenders will be published on-line onhttp://eprocure.gov.in/eprocure/appwebsite andeligible bidders having Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, will be able to participate.

v. Detailed instructions on procedure of Submission of Bid are detailed below:

a. It is the directive of Govt. of India to process tendering on line to ensure transparency, and fairness in the process and security of documents. Hence, the bidder has to submit the bids on line in the system available at the above referred portal. 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. He has to 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. Deviations in tender if any are to be mentioned in the document 'Deviation'. If 'Deviations' have cost implications, the same are to be explained in the document and the corresponding cost is to be indicated in the BOQ provided in the field. In case of difficulty in filling the form, the undersigned may be contacted.

b. Price Bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered services on this Excel file. Thereafter, in the '**Item Rate' BOQ format** the bidder should quote for all the tendered items. Where, any row or column is not applicable, the bidder has to indicate '0' against this. The system will generate a comparative statement. Therefore, all costs are to be indicated in the BOQ format. Order will be finalized on technically cleared, L-1 offer. Lower bidder may be chosen from the item rates quoted inclusive of tax. The bidder may modify and resubmit the bid on-line, if he wishes before the bid submission date and time. 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. **The tenderer should not rename the BOQ file ormodify the format while uploading in the system. The file name should be the same as the file given in the tender.**

c. All bids are to be submitted on-line on the website http://eprocure.gov.in/eprocure/app.

d. Withdrawal of Bid: Bidder may withdraw a bid submitted already before the bid submissiondate and time.

e. Clarifications: Bidders can seek clarification, if any before the due date and time. Theclarifications sought will be furnished by CMRL before the due date. **These clarifications will be senteven to those who have not sought the clarification but participating in the tender**. Tender receivedoffline won't be considered.

f. Bid Validity: The validity period of the bids shall be 180 (ONE HUNDRED EIGHTY) days fromthe last date of submission of bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of

CMRL. If a bidder is found violating this condition, CMRL shall have right to take appropriate further action.

g. The bidder will be responsible for safe rendering of services to CMRL as mentioned above. The L1 bidder will be decided by the system on the basis of total price. It will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements, as given by the bidders on-line. Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder.

h. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMRL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

i. The Technical 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.

j. After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. In case of non-acceptance of tender, reason shall be furnished. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of price-bid, in case of SINGLE BID SYSTEM ONLY.

k. 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). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

vi. GOVERNING OF TENDER

Any order resulting from this tender enquiry, shall be governed by the terms & conditions of the tender, and the tenderer quoting against this enquiry, shall be deemed to have read and understood the same.

vii.VALIDITY OF TENDER

The tender must be valid for a minimum period of 180 days from the date of the tender opening. In exceptional circumstances, CMRL may request for extending the period of validity for a specified additional period. CMRL request and tenderer response shall be made in writing / email.

viii.FRAUDULENT PRACTICES

The highest standard of ethics shall be observed during execution of the contract. The firm shall not be eligible to participate, where it has been determined to have engaged in corrupt or fraudulent practices. In this regard decision of CMRL will be final and binding on the tenderer.

ix.COST OF TENDERING

The tenderer shall bear all the costs associated with the preparation and submission of its offer, and CMRL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

x.CONTENT OF TENDER DOCUMENTS

The tenderer is expected to examine the tender documents, including all instructions, forms, terms and specifications. Failure to furnish all information that are required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in rejection of their tender. CMRL decision in this regard is final and binding on them.

xi.CURRENCIES AND PAYMENTS

The rates quoted by the tenderer shall be in the same currency as indicated in the BOQ (price bid).

xii.CLARIFICATION on "TECHNICAL & COMMERCIAL" TERMS OF THE TENDER

To assist in examination, evaluation and comparison of "Technical and Commercial" part of the Tenders, CMRL may at its discretion, seek from the tenderer individual clarification of their Tenders if so required. The request for clarification and the response shall be in writing, fax or e-mail, but no change in the rates or prices or substance of the tender shall be sought, offered or permitted. After receiving all clarifications, technical acceptance of the tender will be finalized.

xiii.OPENING THE "BOQ (PRICE BID)"

After receiving all clarifications and technical and commercial acceptance of the tender by CMRL, BOQ ("Price Bid") shall be opened of only those technically and commercially accepted and cleared tenders, which, in the view of CMRL, have met the requirements of the Techno-Commercial terms. CMRL's decision in this regard will be final.

xiv.CLARIFICATION ON THE "BOQ"(PRICE BID)

To assist in the examination, evaluation and comparison of tenders, CMRL may, at its discretion, seek from the firm's individual clarification of their tenders if so required. The request for clarification and the response shall be in writing by fax or e-mail, but no change in the rates or prices or substance of the tender shall be sought, offered or permitted. CMRL reserves the right to accept or reject any deviations, variations or alternative offers which are not submitted in accordance with the tender documents.

xv.CMRL'S RIGHT TO ACCEPT OR TO REJECT TENDER

CMRL reserves the right to accept or reject any tender, to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected Firm any obligation to inform the affected Firm of the grounds for CMRL action.

xvi.COUNTER OFFER

Where counter terms & conditions are offered by the tenderer, the tenderer shall not be governed by those, unless, specific acceptance of the same is conveyed in writing by CMRL.

xvii.AWARD CRITERIA

CMRL will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and technically accepted and has been evaluated as L1 on item wise cost inclusive of taxes.

xviii.NOTIFICATION OF AWARD:

Prior to the expiration tender validity period, CMRL will notify to the successful Tenderer in writing or e-mail or by registered letter, that their offer has been accepted. A detailed Purchase Order with agreed terms and conditions will be issued to the successful Tenderer.

xix.DISCRETION TO ALLOCATE WORK:

CMRL reserves right to accept or reject any or all tender without assigning any reason thereon whatsoever. The Tenderer shall have no right to withdraw his offer once he has quoted for the same. The contract will be released either in full or part thereof at CMRL discretion.

2. **Bid security (EMD - Earnest Money Deposit):**
   i. The EMD shall be made payable without any condition to the CMRL. An amount of ***Rs.9,521/- (*Rupees – Nine Thousand Five Hundred and Twenty One Only*)*** is required to be paid online throughNEFT/RTGS to CMRL Bank Account, as bid security. The UTR no is required to be filled with the form for eligibility criteria from the tender and same need to besigned and submitted along with the technical bids. No other mode of payment shell be accepted.
   ii. Any bid document submitted without the EMD in the approved form will be summarily rejected. **No interest is payable for the EMD amount.**
   iii. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity & latest on or before one month after the award of the contract. The Bidders Bank details need to be mentioned from the eligibility criteria for the tender and same need to signed and submitted along with the technical bids.
   iv. The successful bidder's bid security will be returned after signing of contract by bidder & receipt of Performance Bank guarantee.
   v. As per CMRL policy,No exemptions for Tender Fee & EMD are permitted to bidders based on MSME or NSIC certificates.
   vi. EMD shall stand forfeited, if bidders:-
      a. Revokes or cancel their tender after submission or vary any terms thereof without the consent of the CMRL.
      b. Changes/varies any terms and conditions mentioned in P.O. thereof without the consent of the CMRL.

3. **Performance bank Guarantee:**

   i. To ensure due performance of the contract, performance security is to be given from only **Public Sector Bank** by the successful bidder awarded to the contract.
   ii. **Performance Security will be 5% of the value of the contract**. Performance Security may be paid online through CMRL bank Account
   iii. Within 14days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security from provided in the bidding documents.
   iv. Performance security should remain valid for a period of 02 months beyond the data of completion of all contractual obligations of the supplier including warranty. No interest will be paid for the performance bank guarantee during the validity of B.G.
   v. The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
   vi. If the successful bidder fails to furnish a performance bank guarantee, then the Earnest Money Deposit shall be liable to be forfeited by CMRL.

4.**Bid Price:**

The prices should be quoted in Indian Rupees with delivery of item at CMRL failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost.
- In case of any discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- Conditional bids would be summarily rejected.
- Price should be quoted as per BOQ price schedule downloaded from CPP portal.

5. Dealers participating should enclose certificate from their parent manufacturer company.

6. **Warranty & Guarantee:**

(a) Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the CMRL premises without costs to the CMRL.

(b) Warranty / guarantee ***(applicable from the date of Acceptance of the items by CMRL***) should be given in the form of certificate indicating the warranty period along with the terms & conditions for the warranty / guarantee.

7.**Delivery details:**

The item should be delivered at CMRL venue within **04 weeks** from the date of reception of Purchase Order. The supplier shell be responsible for the safe arrival of goods at consignee end.

8.**Evaluation of Quotation:**

(a) The quotations would be evaluated and compared based on the substantial responsiveness to the technical specifications and commercial conditions set out in bidding documents and which are properly signed confirming the terms and conditions.

(b) ***The tender will be evaluated on total bid price quoted in price schedule.***

(c) The price bid of eligible firms will be opened and work order would be considered on the lowest bidder subject to their capacity and performance.

(d) CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to CMRL to alter the conditions of the tender schedule in appropriate cases in the interest of CMRL. No representations will be entertained in the matter of selection of the L1.

9.**Payment terms:**

100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of items against the following documents:

a) Original invoice duly signed by the authorized signatory
b) Item Acceptance Certificate duly signed and sealed from authorized representative of CMRL after delivery of all the items in full quantity as mentioned in Purchase Order.
c) Warranty/Guarantee certificate for the items supplied
d) PAN Card number, Bank Account details, Bank address, RTGS details and GST details of the Agency are to be forwarded along with the Invoice.

In case if you are registered under MSME Act, 2006, the copy of the registration certificate to be provided**.**

10. **Comprehensive Annual Maintenance Contract:**
    (a) An Agreement need to be signed as attached at **Annexure – C.**

11. **Validity of Quotation:**
    Quotation shall remain valid for a period of **180days** from the date of bid opening.

12. **Supply of items:**
    The number of items to be supplied is indicative only and the same may be varied during the period of bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL.

13. **Agency details**:
    The Agency has to fill in the vendor detail form enclosed with this Tender Document as ***Annexure-C*** and same shall be forwarded along with quotation.

14. **Jurisdiction:**
    The court of jurisdiction is Chennai. The English language shall be the official language for all purpose.

15. **Acceptance of terms & conditions**:
    Bidders are requested to submit the sealed and signed copy of this tender document along with quotation as acceptance of all terms & conditions.

16. **Quotation submission:**

    Quotation should be submitted on or before the date & time mentioned below:

S.no.	***Particular***	***Schedule of tender opening***	
		Date	***Time***
1.	Last date for submission of bid document	**23.03.2018**	**11:00 hrs.**
2.	Opening of Bid document	**24.03.2018**	**11:30 hrs.**

17. If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other documents will not be given any consideration.

18. 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.

Manger (Revenue)
Chennai Metro Rail Limited,
CMRL depot, Admin Building,
Poonamallee High Road,
(Opp. to Daniel Thomas School)
Koyambedu, Chennai – 107"
E-Mail – mgrrev@cmrl.in;
Contact- 9445868299.

19. **Amendment of bid document:**
At any time prior to the deadline for submission of bid, the CMRL may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bid document by the issuance of addenda on its official website www.chennaimetrorail.org or through email. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the CMRL may in its sole discretion, extend the Bid due date.

We look forward to receiving your quotations and thank you for your interest.

With regards,

S.SatheehPrabhu
JGM(RSO)
For & on behalf of CMRL

Note:-

i. Quotations received after the stipulated time will not be accepted. Bidders are advised to send their sealed bid preferably by courier/post or in person at above address. CMRL will not be responsible for any postal delay.

ii. If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the CMRL.

iii. The authorised representatives, who intend to attend the tender opening meeting, are to bring with them authority letter or company identity proof from the corresponding tenderers. In case of non-submission of authority letter or company identity proof, the concerned representative will not be allowed to attend the tender opening meeting.

Annexure-"A"

Technical Specifications &Compliance sheet

S.NO	*Technical Compliance*				*To be filled and signed by the bidder*	
	PART	*DESCRIPTION*	*MATERIAL*	*COLOUR*	*Compliance (YES /NO)*	*If NO, state the deviation*
1	Frame	26"x17"-S/S- H/T-140-Gents-TIG welded (Refer Drawing for details)	Steel	Paint.Colour,Graphics,Head tube logo as per Colour/Painting /Sticker Layout.		
2	Fork	26"-Rigid fork-Swaged-28.58-Fork Blade. 25.4 Fork column-for H/T 140 (Refer Drawing for details)	Steel	Paint Colour,Graphics as per Colour/Painting /Sticker Layout.		
3	Head set	Set OF 8-Threaded-1"X24TPI-22.2X30X27MM-Steel-With Caged Bearing (5/32X16)-XR-C2	Steel	ED Black		
4	Stem	Bulged-80 (EXT) x115 (DEG) x150 (LEN) x1.8 (THK)-ED Black-Steel-25.4(BORE)X22.2(stem tube)-TIG Welded-with fittings	Steel	ED Black		
5	Handle Bar	Ladybird Type-25.4MM Dia at Stem Fixing X 1.4T-Raise type-Dia 22.22 tube	Steel	Black		
6	Brake lever	Alloy Lever-Black-3 finger-Housing (ED Black)-With riveted hook- V Brake	Alloy	ED Black		
7	Grip	TPE, 22.2mm Dia x 120mm Length, Closed, Black	Rubber	Black, As per TI Design		
8	Brake set	Front -V Brake-Alloy-120MM ARM Rear - V Brake-Alloy-120MM ARM	Alloy	ED Black		

9	Bottom Bracket	Shield Bearing-Cotterless-Cold Forged Boron Axle-Aluminium Shealth-122X 68-1.37 X 24 TPI-Phosphated Steel cups- Anodised	Steel	Black		
10	Chainwheel	40T X 170MM-Cotterless-ED Black-Crank- Black-With ASC Plastic Guard	Steel	Black		
11	Chain	1/2X1/8X96 LINKS	Steel	Brown		
12	Pedal	Plastic Body 9/16 BSWX20TPI - Black - with ISO 6742-Part 2 STD (SL1A) Reflector	Plastic	Black , Body as per TI Design		
13	Freewheel	Anti Slip Technology-18 Teeth-Full Ball-11MM Pawl & Plate Spring-Straw Yellow	Steel	Straw yellow		
14	Front Hub	36H-Wide-QR-14G-100/108x9.52	Steel	ED Black		
15	Rear Hub	36H-Wide-108/140x9.52	Steel	ED Black		
16	Rims	26x1.75-steel-Endric Profile-BCP-Front & Rear (36H)	Steel	BCP		
17	Spokes	14Gx36H, Steel	Steel	ED Black		
18	Nipples	14G, 14mm, Steel, UCP	Steel	UCP		
19	Tyre	Puncture Proof 26" Tyres	PU	Black		
20	Saddle	Rexene cover with PU Foam-White base-base PPCP-MS rod black & Clamp black & fittings - Black-w/o spring.		Black- Mach Graphics as per printing Layout		
21	Seat Post	25.4X1.22X203mm	Steel	Black		
22	Seat Clamp	Alloy, QR type, For 28.58 mm Dia Seat tube.	Alloy	Black		

23	Brake Cable Housing & Inner cable	2P plastic covered with cable end ferrules,Front brake to be operated by right hand brake lever.	2P	Black		
24	Stand	Kickstand, 26", Steel, C/S bracket Mounted	Steel	Black		
25	Wheel Reflector	Amber-ISO 6742-Part 2 STD - 2 in Front wheel & 2 in Rear wheel	PC	Amber		
26	Front Reflector	White-ISO 6742-Part 2 STD-1 No	PC	White		
27	Mudguard Reflector	Red-ISO 6742-Part 2 STD - Oval-Screw type-1 No	PC	Red		
28	Front Reflector clamp	Plastic, suitable for 22.2 mm Dia Handlebar.	Plastic	Black		
29	Mud Guard	Steel -Front &Rear .	Silver Grey	Colour as per new Colour/Painting Layout.		
30	Mud Guard stay	Wire type-Steel - Front &Rear .	Steel	Black		
31	Basket	Wire type -Plastic coated -with Fittings	Steel	Black		
32	Saree Guard	Plastic -Suitable to be fitted on Mudguard	Plastic	Colour as per Colour/Painting /Sticker Layout.		
33	Frame Colors		Blue	Colour as per Colour/Painting /Sticker Layout.		
34	Fork Colors		Blue	Colour as per Colour/Painting /Sticker Layout.		
35	Sticker	HRCS		CMRL sticker on frames As per Artwork		
36	Standard Lock & Bell					
37	Packing	90%				

Annexure – B

Vendor Information Form

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

Name & Address of the Company :				
Name & Designation of the key person				
Contact information	***Mobile no:***	***Telephone No :***	***Fax No:***	***Email :***
Bank details				
Bank name				
Beneficiary name				
Bank address				
Bank account no				
IFSC code				
PAN No.				
GST no.				
EMD online transaction number with date				

Date*:** ***Signature & Stamp of the Bidder Bidder

Seal & Sign of Authorised Rep of Bidder

Annexure – C

AGREEMENT

Between CMRL And

THE LICENSEE

Date: _____

AGREEMENT

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

day of _____ 20_____,

BETWEEN

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

AND

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

WHERE AS:

CMRL has called for supply of Unisex Bicycle and annual maintenance contract for 5 years

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

B. CMRL has floated a Tender for the license for supplying unisex bicycle and annual maintenance of 5 years to CMRL. On the basis of the evaluation of the various bids received by CMRL, including the bid response by the Licensee, CMRL has confirmed to the Licensee that it is established as the „Selected Bidder" on the basis of the Techno-commercial and Financial evaluation;

C. In terms of the Bid, the submissions of the Licensee and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein.

D. Provide Comprehensive Annual Maintenance contract service for the supplied vehicle for a period of 5 years.

E. The AMC period shall commence post expiry of 1 year warranty period.

F. Monthly check of the cycle in the CMRL work area are to be conducted.

G. Basic service of each cycle to be checked monthly which involves chain alignment, air filling gracing/oiling of chain. It also includes identifying any further issue with cycles and reporting the same to the CMRL representative in details.

H. It is the responsibility of the successful bidder to maintain the records of each cycle in the system and update the same in a register within 2 working days of date of service. The payment of the AMC shall be in accordance to the details submitted to the CMRL.

I. The AMC shall be with spares and no cost to be charged for spares replaced during the AMC period. The successful bidder should stock requisite spares for AMC of cycle.

J. Maintenance charges will be paid half yearly against invoice raised after completion of maintenance service.

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

ARTICLE 1 - SCOPE OF THE ARRANGEMENT

1. The parties agree that the scope of services shall be principally as per this Agreement.
2. It is further agreed by the parties that the scope of services as set forth by CMRL in the Bid Document shall integrally form the part of scope of services for the Licensee.

ARTICLE 2 -TENURE OF THE AGREEMENT

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

3.1 Payment of taxes

Service tax/GST will be reimbursed by CMRL on submission of original receipts / challan by the Licensee. CMRL will reimburse any new tax imposed by the Govt. in lieu of service Tax/GST.

3.2 Recovery of outstanding dues:

Notwithstanding anything contained in this Agreement, the CMRL shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee from the Performance Security Deposit provided by the Licensee after which CMRL shall communicate to the Licensee of the deduction from the Performance Security Deposit. In such an event, the

Licensee shall be obligated to ensure that the Performance Security Deposit is restored to its original value within ten (10) working days from such deduction failing which the same shall be deemed as material breach by the Licensee and entitle the CMRL to terminate this Agreement.

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

ARTICLE 4 - PERFORMANCE SECURITY DEPOSIT

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

4.2 Performance Security Deposit shall be paid in the form of Bank Draft / irrevocable Bank Guarantee (BG). The said Bank Guarantee shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided in the bid document and valid for a period extending 6 months beyond the Term of the Agreement. CMRL agree to discharge the bank guarantee within 180 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee. The Licensee shall bear the cost of the bank guarantee it provides to CMRL. If the Security Deposit is paid in the form of Bank Draft, no interest shall be payable by CMRL on the same.

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

ARTICLE 5 - RIGHTS AND OBLIGATION OF THE LICENSEE

5.1 General

a. The Licensee hereby agrees to fulfill all the commitments made in its response to the Bid.

b. Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the bid.

c. The Licensee represents and warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the service are undertaken with utmost care and diligence,

d. Furthermore, the Licensee agrees that all Techno-Commercial and financial requirements set forth in the Bid will be met by the Licensee including those relating to service levels.

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

5.3 Compliance of Instructions

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

ARTICLE 6 -PERFORMANCE LEVEL GUARANTEE COMPLIANCE

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

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

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

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

ARTICLE 7–CONFIDENTIALITY

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

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

ARTICLE 8 - EVENTS OF DEFAULT/MATERIAL BREACH

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

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

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

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

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

ARTICLE 9- TERMINATION

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

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

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

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

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

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

ARTICLE 10 - LAWS GOVERNING THE CONTRACT

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

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

ARTICLE 11- DISPUTE RESOLUTION & ARBITRATION

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

11.2 In the event that Disputes between the parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provisions of Arbitration and Conciliation Act 2015. The dispute shall be referred to:

a) Arbitration by a Sole Arbitrator and he shall be appointed by the Managing Director of CMRL. The 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.

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

c) Subject as aforesaid, the Arbitration and Conciliation Act, 2015 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.

d) The venue of the arbitration shall be Chennai.

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

11.3 Cost of Arbitration

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

11.4 Jurisdiction of Courts

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

11.5 Suspension of Work On Account Of Arbitration

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

ARTICLE 12 -MISCELLANEOUS

12.1 Interpretation

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

(i) The Bid

(ii) Licensee"s response to the Bid
(iii) The Articles of this Agreement;

(iv) The contents of the Annexure(s) to this Agreement

12.2 Relation between the Parties

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

12.3 Survival

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

12.4 Jurisdiction

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

12.5 Amendments

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

12.6 Waiver

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

12.7 Assignment

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

12.8 Notice

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

Joint General Manager (RSO) ,
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,

(Opposite to Daniel Thomas School),
Koyambedu,

Chennai – 600107.

In the case of Licensee:

[Insert name of person & address]

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

12.9 Force Majeure

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

12.10 Execution of the Agreement:

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

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

CMRL **LICENSEE**

By: _____

Title:_____

Date : _____

IN WITNESS OF:

1.

2.