



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

E-Tender No: CMRL/HR/E-tender-04/Hiring of vehicles/2018

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1. Instruction to the Bidders & Eligibility Criteria

Chennai Metro Rail Limited (CMRL) is a Joint Venture of Government of India and Government of Tamil Nadu and is entrusted for implementation of Metro Rail project in Chennai City. CMRL invites online e-tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed service providers (a registered firm with GST) for Empanelment of Agencies for Hiring of Vehicles for the usage of CMRL officials on Rate Contract Basis for a period of 3 years.

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. **Enrolment:** To participate in e-procurement all vendors must enroll themselves with the CPP Portal. The procedure mentioned below is to be followed:
 - (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) Please specify your **log in ID**, indicated in the application while applying for DSC
 - (e) 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.
 - (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
 - (i) Keep in mind **to fill all mandatory fields which are marked with an asterisk (*)**.
 - (j) After entering the fields, click on "**Submit**".
 - (k) 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 bidders have 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 himself under "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 authorized person.
- iv. **Tender dates:** Tenders will be published on-line vide CPP [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) and eligible 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 in the said port. Also a copy of the tender document will be available in CMRL website vide URL:<https://chennaietrorail.org>.

V. Detailed instructions on procedure of Submission of Bid are mentioned 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(<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. 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 is to be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered services/items 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.
- c) All bids are to be submitted through on-line mode on the website <http://eprocure.gov.in/eprocure/app>.
- d) **Withdrawal of Bid:** Bidder may withdraw a bid submitted already before the bid submission date and time.
- e) **Clarifications:** Bidders can seek clarification, if any before the due date and time. The clarifications sought will be furnished by CMRL before the due date. **These clarifications will be sent even to those who have not sought the clarification but participating in the tender.** Tender received offline won't be considered for evaluation and will be rejected.
- f) **Bid Validity:** The validity period of the bids shall be 90 (Ninety days) days from the 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 of CMRL* 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. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidding is open to qualified bidders who fully meet the following requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

(j) ELIGIBILITY CRITERIA

S. No	CRITERIA	DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID
(i)	<p><u>Work Experience and Performance Certificate from The Client</u></p> <p>a) A Reputed transport service provider who has successfully completed similar kinds of works of any of the tender value as mentioned below during the last 7 years ending last day of the month previous to the one in which tenders are invited.</p> <p style="text-align: center;">OR</p> <p>b) Three similar completed works of total cost not less than Rs.1,91,90,496/- (Rupees One Crore Ninety One Lakhs Ninety Thousand Four Hundred and Ninety Six Only).</p> <p style="text-align: center;">OR</p> <p>c) Two similar completed works of total cost not less than Rs.2,39,88,120/- (Rupees Two Crores Thirty Nine Lakhs Eighty Eight Thousand One Hundred and Twenty Only).</p> <p style="text-align: center;">OR</p> <p>d) One similar completed works of cost not less than Rs.3,83,80,992/- (Rupees Three Crores Eighty Three Lakhs Eighty Thousand Nine Hundred and Ninety Two Only).</p> <p>e) Similar Kind of Work means the bidder should have experience in provision of Hired Cars to Govt. Organisation /PSUS / MNC /Pvt. Companies/Large Institutions under commercial category.</p> <p>f) Client Certificate/s for performance of the contractor has to be obtained from the concerned Firm where the service has been rendered by the bidder and shown as proof of work experience in the said tender and has to be submitted as per the format cited at Annexure - "G". In case of non submission of client certificate from the concerned firm, the bid will be summarily rejected.</p>	<p>i) Proof of Work Order issued by the client for Hiring of cars to be attached.</p> <p>ii) Proof of contract agreement with the client along with the tender value of the work order for supply of cars to the Central Government/ State Governments/ PSUs /MNCs/ Reputed private firms in the last seven years to be attached.</p> <p>iii) The list of clients with names, address and contact nos. of concerned officials.</p> <p>iv) To be given on letterhead of the client who have issued work order</p>

(ii)	<p align="center">Annual Turn Over and Income Tax Return – Last 3 Years</p> <p>Average Annual Financial turnover during the last 3 financial years (i.e.2014-15, 2015-16&2016-2017) should be atleast Rs.1,43,92,872/- (Rupees One Crore Forty Three Lakhs Ninety Two Thousand Eight Hundred and Seventy Two Only)</p>	<p>i) Copies of Balance Sheet for the last 3 years.</p> <p>ii) Income Tax Return copies for the last 3 years.</p>												
(iii)	<p>Bidder shall be an Indian Company / firm engaged in travel operations for provision of hired vehicle on daily / monthly basis and having its office/establishment at Chennai. In case of no branch in Chennai, the e-bid will not be considered and will be summarily rejected.</p>	<p>j) Proof of company Registration.</p> <p>k) Proof for support of having travel office in Chennai along with contact details.</p>												
(iv)	<p>The tenderer must own a minimum fleet of 30 cars in any of the category (Indica / Swift / Indigo / Amaze / Etios / Tavera / Sumo/Xylo/ Innova) of Model 2016 or later models registered under commercial category in the name of the firm or proprietor or partner. The vehicles attached on contractual basis to the tenderer shall also be considered among the minimum fleet of own vehicles provided the number of such vehicles i.e. attached on contract does not exceed 50 per cent i.e. fifteen (15).</p> <p>a) No of Own Car in the name of the Firm /Proprietor/Partner -15 nos</p> <p>b) No of Cars on contract -15 nos</p> <p>The list of such vehicles is to be furnished as per Annexure-B. If the tender is submitted on behalf of partnership concern, they should submit the certified copy of partnership deed along with the tender and authorisation to sign the tender documents on behalf of partnership concern.</p>	<p>i) Copies of Registration Certificate of 15 own cars and 15 cars on contract. A Proof of execution of contract with the vehicle owner to be submitted.</p> <p>ii) Copies of insurance of atleast 30 vehicle.</p> <p>iii) Original documents would be physically verified before finalization of the empanelment of the parties.</p>												
(v)	<p>Tender Cost Fee and EMD Fee: The tender fee and EMD fees as mentioned below are required to be paid through online mode only (NEFT/RTGS) to CMRL bank. No other mode of payment shall be accepted. The EMD and Tender fees have to be paid prior to the submission of e-tender to the account mentioned below: -</p> <table border="1" data-bbox="384 1424 1163 1574"> <thead> <tr> <th>S.No</th> <th>Fee Details</th> <th>Fee (In Rs)</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>EMD per Vehicle</td> <td>Rs 10,000 per Vehicle</td> </tr> <tr> <td>(ii)</td> <td>Total EMD Fee</td> <td>No of Vehicles* Rs 10,000</td> </tr> <tr> <td>(iii)</td> <td>Tender Fee</td> <td>Rs 24,000</td> </tr> </tbody> </table> <p align="center">CMRL Bank Account Details</p> <p>Chennai Metro Rail Ltd Bank Name: Canara Bank Teynampet Branch, Chennai Account No: 0416214000030 IFSC Code: CNRB0000416</p>	S.No	Fee Details	Fee (In Rs)	(i)	EMD per Vehicle	Rs 10,000 per Vehicle	(ii)	Total EMD Fee	No of Vehicles* Rs 10,000	(iii)	Tender Fee	Rs 24,000	<p>UTR receipt no as a proof of payment to be attached and signed by the bidder and submitted along with the technical bids.</p>
S.No	Fee Details	Fee (In Rs)												
(i)	EMD per Vehicle	Rs 10,000 per Vehicle												
(ii)	Total EMD Fee	No of Vehicles* Rs 10,000												
(iii)	Tender Fee	Rs 24,000												
	<p>(Note: (i) The Bidder has to submit EMD fee accordingly to the number of vehicle the bidder is willing to provide as per the declaration by the bidder at Annexure-B. In case of payment of insufficient EMD fees with respect to no. of vehicles quoted/ to be provided by the service provider, the bid will be summarily rejected.)</p>													

(vi)	The service provider should have valid Registration No. of GST and PAN Card.	(i) Copy of registration certificate indicating GST No. (ii) Copy of PAN Card
(vii)	The bidder should not have been blacklisted by any Govt. Quasi Government/PSUs/Banks for corrupt or fraudulent practices or non-delivery or non-performance during the last 3 years as on the date of issuance of the tender.	Self-declaration on their letter head to be submitted

k) EVALUATION / SELECTION CRITERIA OF TECHNICAL BID

a) The tenderers shall furnish the information for Technical Evaluation as per Annexure- "A".

b) The information so given will be evaluated as per following marks criteria (Maximum Marks-100):

S.No	Particulars	Fleet of Own Cars	Marks
1	Size of Fleet of well-maintained Own Cars only (2016 or later model) in the name of firm/proprietor/partner as per Technical specification of eligibility criteria mentioned above.	(i) 51 to or more cars	50
		(ii) 41 to 50 cars	40
		(iii) 31 to 40 cars	30
		(iv) 21 to 30 cars	20
		(v) 16 to 20 cars	15
2	Client feedback on performance on client Letterhead	(i) Outstanding/Excellent	25
		(ii) Very Good/Good	20
		(iii) Satisfactory	15
3	Execution of Work Order value	(i) Rs 4 Cr an Above	12
		(ii) Rs 3 Cr to 3.9 Cr	11
		(iii) Rs 2 Cr to 2.9	10
4	Annual Turnover for last 3 Financial Year (i.e.2014-15, 2015-16 & 2016-2017)	(i) Rs 3 Cr an Above	13
		(ii) Rs 2.1 Cr to 2.9 Cr	7
		(iii) Rs 1.4 Cr & 2 Cr	5
5	Total (A)		
6	Marks adjustment based on the negative feedback, if any, from analysis of financial statements, feedback from the existing Clients, findings from onsite visit and off-site research by CMRL (B)		
7	Total Marks of Tenderer (A-B)		
Minimum cut - off marks is 45. The tenderers who qualify in Technical Evaluation will qualify for Financial Evaluation.			

Note: Supporting Documents should be submitted for the above criteria at the time of submission of e-bids. In case of failure to produce requisite documents, the evaluation of bid will be undertaken based on the available documents submitted by the bidder.

l) 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.

m) 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 90 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). Arithmetical errors will be corrected on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (b) If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail.
- (c) If the Bidder does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.

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 & commercial acceptance of the tender by CMRL, BOQ (“Price Bid”) as mentioned below 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.

- Price Bid for Provision of Vehicles on Daily Basis – Annexure – “C”
- Price Bid for Provision of Vehicles on Monthly Basis – Annexure – “D”
- Price Bid for Provision of Vehicles for Outstation Duties – Annexure – “E”

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.

2. General Conditions of the Contract

E-Tender No.	:	CMRL/HR/E-tender-04/Hiring of vehicles/2018
(A) Scope of the work & Indicative number of vehicles	:	<p>Rate Contract for empanelment of service providers for hiring of following type of vehicles for CMRL officials for a period of three years. The rate contract shall be extendable beyond 3 years for additional one year based on the performance.</p> <p>Model of vehicle – Diesel vehicle of 2016 or later model</p> <p>1. A/C TATA Indica or I10 or I20 or Equivalent. -Diesel Car (56 Nos) (Indicative nos)</p> <p>2. A/C TATA Indigo or Ford Fiesta or Maruti Swift Dzire or Equivalent- Diesel Car (13 Nos) (Indicative nos))</p> <p>3. A/C Toyota Etios or Equivalent -Diesel Car(7Nos) (Indicative nos))</p> <p>4. A/C Tavera / Sumo / Qualis or Equivalent - Diesel vehicle (10 Nos) (Indicative nos))</p> <p>Note: The number of vehicle cited above is only indicative. CMRL reserves the right to increase or decrease the no of vehicles as per requirement.</p>
Tender Validity	:	90 days from date of opening of tender.

(B) **TERMS & CONDITIONS:**

1	The contract would be for a period of three Years from the date of acceptance of work order, the same shall be extendable for one more year based on satisfactory performance by the service provider.
2	The Tenderer should own minimum of 30 vehicles including contract vehicle (Own vehicles in the firm's name or Proprietor or Partners name :15 and contract vehicles: 15) with tourist permit and furnish copies of document for verification.
3	<p><u>Tender Fee: -</u></p> <p>i) A Non-refundable Tender fee of Rs. 24,000/- (Rupees Twenty Four Thousand only) is required to be paid through online mode only (NEFT/RTGS) to CMRL bank Account.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><u>CMRL Bank Account Details</u></p> <p>Chennai Metro Rail Ltd Bank Name: Canara Bank Teynampet Branch, Chennai Account No: 0416214000030 IFSC Code: CNRB0000416</p> </div> <p>ii) Tender document without tender fee will be rejected.</p> <p>iii) The validity of Tender fee should be 28 days after 90 days i.e. 118 days after the date of tender opening</p>

4	<p><u>Earnest Money Deposit: -</u></p> <p>a. An Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) per vehicle * No of vehicles to be provided by the service provider is to be paid through online mode only to the CMRL Bank account cited above.</p> <p>b. The tenders received without EMD will not be considered. The EMD of unsuccessful tenderers will be returned after finalization of the tender.</p> <p>c. The Earnest Money shall not carry any interest.</p> <p>d. The EMD amount furnished for the actual number of vehicles alone will be considered for tender evaluation purpose.</p> <p>e. Total EMD FEE= No of Vehicles to be provided by Service Provider* Rs 10,000/-</p>
5	<p><u>Performance Security: -</u></p> <p>i) The successful tenderer should execute an agreement in a non-judicial stamp paper to a value of Rs.100/- after issue of work order and after remitting performance security deposit of Rs. 10,000/- per vehicle awarded for hiring within 30 days of issue of work order from CMRL. However, a penal interest of 15 % per annum shall be charged for the delay beyond 15 (fifteen) days i.e. 16th day after the date of issue of work order.</p> <p>ii) In case the contractor fails to submit the requisite Performance Security even after 30 days from the date of issue of work order, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>iii) Performance Security may be furnished in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Scheduled Commercial bank or Bank Guarantee from a Scheduled Commercial bank in an acceptable form. Performance Security should remain valid for a period of Four years. In case of extension of work order, the Performance Guarantee shall be extended suitably.</p> <p>iv) The Performance Security amount will be refunded on satisfactory completion of the contract after the term is over.</p> <p>v) The Performance Security Deposit shall not carry any interest and will be forfeited in case of termination of contract.</p> <p>vi) The total amount to be deposited as performance security will be Rs.10, 000/- (Rupees Ten Thousand) X No of vehicles awarded.</p>
6	<p>All vehicles should be A/C Diesel and it should be of 2016 model or later model with good working condition.</p>
7	<p>Number of vehicle details shall be indicated in the columns mentioned in the vehicle requirement as per Annexure-B.</p>
8	<p>a. While submitting the tender, the intending tenderers shall have to furnish proof of experience for last seven Years period, financial standing and turnover for the last three years.</p> <p>b. The tenderer shall also submit valid Registration Certificate/GST, Income Tax PAN and other registrations.</p> <p>c. A firm having any legal suit/criminal case pending against its proprietor or any of its</p>

	Directors (in the case of Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.
9	Failure by the service provider in fulfilling any statutory requirements and the terms of agreement during the contract period will result in termination of work order and subsequent disqualification for participation in any future tender in CMRL. The Security deposit will also be forfeited.
10	<p>a. The model of vehicle quoted by the tenderer should have valid tourist permit for the entire contract period.</p> <p>b. The contractor should submit the certificate regarding the calibration of speedometer as and when demanded. The speedometer should be perfect and kept in good working condition.</p>
11	The vehicle offered shall comply with Chennai City Pollution Control norms.
12	The Car interiors should be spotless & clean with all the requisite provisions like covers, carpet foot mats, perfume etc.
13	Color of the vehicles shall be preferably white.
14	The agency participating in tendering process will provide timely services and good quality maintained vehicles as and when informed by CMRL during the period of empanelment failing which agency will be blacklisted for non-satisfactory services
15	The vehicle provided by the contractor must have well-maintained and have proper and complete documents, which should be shown to the user, if asked for. The drivers should have valid driving licenses, well-behaved, skilled, having knowledge of routes and repairs of cars and also having proper uniforms.
16	If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of car, so rejected.
17	<p>The Contractor shall maintain the log book / Duty slip in duplicate for every trip / requisition separately. The log book / duty slip should be signed by the user which would indicate following:</p> <p>(i) Time (hrs) and Distance (kms) at the time of reporting to officer at pick-up point Time : ----- Kms (Readings): -----</p> <p>(ii) Time (hrs) and Distance (kms) at the time of release of vehicle by the officer Time : ----- Kms (Readings) : -----</p> <p>(iii) Running Time and Distance from Travel office to Pick up Point of officer Time : ----- Kms (Readings) : -----</p> <p>(iv) Running Time and distance of Vehicle from Release point to Travel office Time : ----- Kms (Readings) : -----</p> <p>It should be ensured that there is no overwriting in the log book / duty slips. In no case, duty slip without signature will be accepted in support of the bill for payment unless specifically intimated in advance by CMRL.</p>
18	During the period of hiring of taxi if any loss occurs to the taxi or to the Driver, CMRL will not

	be liable for any loss. However during this period, if CMRL Officials are affected directly or indirectly, then CMRL Official will have to be compensated fully by the empanelled agency at their own cost.
19	CMRL does not take any responsibility in respect of any compensation/claim or any claims on account of any accident involving hired vehicles. Further, CMRL will not take any liability on account of any penalties imposed by Traffic Police/RTA/Statutory Agencies and the supplier shall own total responsibility.
20	The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, Traffic challan, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by CMRL. Actual Parking Charges / Toll Charges / State Tax will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc.
21	CMRL reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by CMRL, which may even lead to termination of Contract and forfeiture of EMD/Security Deposit.
22	The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
23	Vehicle can be taken on hire for half day / full day or on monthly basis as per requirement of CMRL
24	The tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehaviour of driver shall be viewed seriously, leading to even cancellation of contract.
25	One or more than one vehicle depending upon the requirement of the company can be called at any time during the day and night.
26	The bidder shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers
27	The car deployed on CMRL requisition must have all relevant documents like registration book / driving license / insurance / road tax / receipt / permit fee / passenger tax / border tax / toll tax etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
28	The agency will be fully responsible for payment of wages and other dues and compliance of all statutory provisions related to minimum wages, labour laws etc. in respect of the drivers deployed by it and any penalty for failure / negligence on this part shall be the responsibility of the contractor.
29	The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per CMRL requirement with proper Pollution Check and valid Pollution Certificate
30	The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio cassette player etc. for maximum comfort of passengers
31	Drivers of vehicles must be provided with mobile phones. No extra charges would be paid by CMRL for the same
32	The upholstery and seat covers of vehicle should be kept properly cleaned

33	The agency shall provide well-behaved, pleasant personality, well mannered and proper Tamil or English speaking drivers in clean and proper uniform with valid driving license of minimum 05 years old and should be able to read duty slip and signboards in Tamil and English
34	The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the roads and routes in Chennai and adjacent areas.
35	In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same Make and model or higher failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor
36	In case of non reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of contract.
37	The Contractor shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers. The contractor shall indemnify CMRL against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. CMRL shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
38	The Vehicle sent to our office on our requisition must have all relevant documents like registration Book / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution Certificates / Passenger Tax / Border Tax /Mobile Phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulations being in force from time-to-time.
39	The agency must provide the photocopy of the Registration Documents of the vehicle duly attested / notarized and certified by the owner of Contractor / Agency. However, the original registration paper shall be provided by the Agency on demand in case any further verification is required in case of any doubt.
40	The firm/owner should comply with all legal obligations prescribed by the State Road Transport Authority. Any default will be the liability of the firm and CMRL will not be liable in any matter whatsoever.
41	Payment will be made as per L1 rate towards hiring charges on Monthly basis based on the actual usage of vehicle by the particular officer. The bills claimed for the use of vehicles must be accompanied by the trip sheet/duty slip entries /Log Book etc. duly signed by CMRL official covering the entire calendar month. The format of duty slip is attached.
42	The applicable deductions like GST or Income tax or any other taxes which are statutory under law will be deducted by CMRL on the claims/bills due to the bidder. The payment of vehicle hiring charges is based on actual number of days vehicle used in a particular month by CMRL official.
43	Hiring charge: - The rate of hiring charge should be firm for the entire contract period and shall be inclusive of cost of fuel, crew salaries, maintenance, tax, insurance, Fitness Certificate, etc. No other charges will be allowed by CMRL other than the hire charges mentioned. However any new tax liability or increase /decrease in the existing tax liability due to change in law after the

	due date will be borne by CMRL.
44	If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such conditions mentioned in any other document shall not be given any consideration.
45	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.
46	In the event of the contractor breaking 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 transportation of officers for the balance period of the contract by alternative means.
47	Failure by the contractor to comply with any statutory requirements and terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender called by the CMRL.
48	The person (driver) engaged by the contractor for driving the vehicle will not have lien in CMRL and shall not be treated as employee of CMRL.
49	It will be the sole responsibility of the service provider to provide driver with valid license and with clear antecedent. CMRL reserves the right to verify the license, if required. The Driver should be able to read Tamil and English. The driver should be well versed with traffic rules, one way stretches and familiar with Chennai city roads.
50	The service provider will have to replace the driver or/and vehicle, if CMRL is not satisfied with the service of the driver or/vehicles as the case may be.
51	The driver deputed for driving the vehicle must be in clean uniform and presentable, provided with mobile phone. The driver should be well behaved and should maintain secrecy.
52	The commencement/closure of the trip will be reckoned from the time of reporting/ up to the time of release of vehicle by the official and the running time and distance from travel's office to the pick up point of Officer and vice versa shall be considered based on the actual usage of vehicle (Kms and Hrs) and the same has to be certified by the concerned official of CMRL.
53	Tender documents duly completed in all respect are to be uploaded on CPP portal, on or before the specified time and date mentioned in the schedule to tender. Late/delayed tenders by any means shall not be accepted and treated as rejected.
54	No CMRL employee shall directly or indirectly engage himself or permit any member of his/her family to engage in any contract or trade, business or other transaction in this regard. If it is noticed, the contract would be liable for termination immediately without any notice and disciplinary action will be taken against the employee.
55	<p><u>DISCIPLINE: -</u></p> <p>(i) The tenderer is fully responsible for perfect discipline and good conduct of the driver of the vehicle without giving room for any complaint from officer-in-charge or CMRL staff or from general public. The contractor shall change the driver if ordered to do so by Competent Authority and the Competent Authority's decision in this regard shall be final and shall not be questioned by the tenderer</p> <p>(ii) The vehicle should run within the speed limit as prescribed in traffic rules.</p> <p>(iii) The contractor shall ensure that the drivers adhere to all traffic regulations etc.</p>

	<p>The drivers should not involve in rash driving.</p> <p>(iv) In case of any violations thereby inviting any legal action by police or others, the contractor shall be wholly responsible for damages and CMRL will have no binding on that.</p> <p>(v) The vehicle sent to the officers should be in good condition and cleaned every day before it arrives to perform duty. There should not be any dust/dirt on the car or on the seats.</p> <p>(vi) The driver should be instructed to come in clean uniform, neatly shaven with name badge and not to sleep or chitchat inside the vehicle when the vehicle is not in use</p> <p>(vii) The behaviour of the driver should be polite and he should display good manners</p> <p>(viii) The contractor or the driver engaged by the contractor should not initiate or indulge in agitation, non-plying of services or taking part in strike for any reasons. Such acts will be liable for cancellation of work order, forfeiture of EMD/SD and forfeiture of payment due to the contractor, if any, without any notice.</p>
56	<p><u>DAMAGE: -</u></p> <p>1) Utmost care should be taken to avoid accidents. The contractor will be responsible for all liabilities due to accidents or damages, caused to properties including loss of life of any public or employee of CMRL or Contractor's employee.</p> <p>2) The contractor will indemnify CMRL against any loss or injury to the property of CMRL or public and against any claim for loss or injury by the public or of the contractor arising out of any activity related to this contract.</p> <p>3) In case of fatal accidents, the vehicle will be stopped from operation and the work order of the vehicle concerned will be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be stopped from operation for minimum of 2 days. The contractor should immediately substitute the vehicle to avoid dislocation. Replacement for the cancelled vehicles should be provided immediately as per CMRL's terms and conditions.</p>
57	<p><u>COVERAGE OF MOTOR VEHICLES ACT: -</u></p> <p>a) The vehicles lend on hire should be covered under Section-66 of M.V. Act 1988 and no payment will be made for the vehicles not covered under the said Act.</p> <p>b) The vehicles should also satisfy the norms prescribed by Pollution Control Authorities.</p> <p>c) Operation and function of vehicles and drivers shall be governed by Motor Vehicles Act/Motor Vehicle Rules, and TamilNadu Motor Vehicles Rules and these shall be the responsibility of the contractor.</p>
58	<p><u>PAYMENT: -</u></p> <p>The payment will be made once in a month and will be settled within 20 days from the date of receipt of original bills.</p> <p>1) The bills in duplicate with statement containing the details viz. date of travel, vehicle No., name of the officer, name of the Division/unit, places covered (detailed), total trips, total km, total hours and the amount with trip sheets duly signed by the officer using the vehicle or his PA and advance stamped receipt should be furnished to the CMRL representative. In the trip sheets, there should not be any over writing/corrections. If so they should be attested by the officer using the vehicle or his PA of the officer. The trip sheet should be closed daily by officer using the vehicle or PA with the seal of the officer. The same should be mentioned in the Certificate also.</p> <p>2) Each bill shall have a certificate from the official stating that Drivers permitted to run the vehicle satisfy the terms and conditions.</p>

59	<p><u>INCOME TAX: -</u></p> <p>As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc. and any other appropriate levy to Government as may be notified from time to time will be deducted from each bill towards income tax at source.</p>
60	<p>Conditional Tender will not be considered& no sub-contracting is permissible</p>
61	<p><u>VIOLATION OF CONDITIONS: -</u></p> <p>CMRL reserves the right to cancel the agreement if the contractor violates any of the above conditions.</p>
62	<p><u>AMENDMENT OF BID DOCUMENT: -</u></p> <p>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/corrigenda on CPP portal. In order to afford the Bidders a reasonable time for taking an addendum/corrigendum into account, or for any other reason, the CMRL may in its sole discretion, extend the Bid due date.</p>
63	<p>During the period of contract, if any of the information submitted by the successful bidder is found incorrect or misleading, the contract shall stand cancelled and Performance Security will be forfeited.</p>
64	<p>Tenders without complete documents/information will not be considered. The CMRL reserves the right to reject/accept any/all tenders without assigning any reason. CMRL reserves the right to alter the terms and conditions for smooth operation of the contract.</p>
65	<p><u>Termination clause: -</u></p> <ol style="list-style-type: none"> 1. CMRL reserves all the rights to terminate the contract at a month's notice in advance, if the service is not up to the mark or satisfactory level or for any other reasons on the interest of the organization. 2. CMRL reserves all the rights to terminate the contract immediately without assigning any reasons if any of the vehicles allotted is found to be used for any illegal activities during or after the utility period. Also CMRL will not take any liability for the improper/illegal use of vehicle by the Contractor/Driver.
66	<p><u>PRE-BID MEETING: -</u></p> <p>A pre-Bid meeting of the interested parties shall be convened at the designated date and time as in the key details at the following: -</p> <ol style="list-style-type: none"> a) Information regarding any change in date and/or time and/or the venue of the pre-bid meeting or any other matter regarding this tender will be posted on CPP portal only. b) During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of the CMRL. The CMRL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. c) The CMRL shall endeavour to respond to the clarifications sought by the bidders as per clause above. However, the CMRL reserves the right not to respond or provide any clarification, at its sole discretion and nothing in this clause shall be taken or read as compelling or requiring the CMRL to respond or to provide any clarification. All clarification should be submitted in written 3 days prior to Pre-Bid Meeting.
67	<p>In case of any dispute/doubt regarding acceptance/ rejection of the tender, refund of Earnest money/Security Money etc. and other matter regarding the tender, the decision of CMRL will be final and binding on all parties/tenderer.</p>

68	<p><u>Force Majeure:</u></p> <p>In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (CMRL/bidder) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the tender on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this tender prior to such termination.</p>
69	<p><u>Condition in case of dispute & Jurisdiction: -</u></p> <p>a) Any dispute with regard to any point in connection with hiring of vehicles will be referred to CMRL who will discuss the problem mutually and the decision taken will be final and binding.</p> <p>b) For all disputes/differences/interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or breach thereof, decision of the CMRL shall be final and binding on both parties.</p> <p>c) The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction /interpretation thereof shall be that of the appropriate Court in CHENNAI. The jurisdiction of any other Court other than CHENNAI is specifically excluded.</p>
70	<p><u>Declaration: -</u></p> <p>I/We hereby certify that the information furnished in this tender document is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be black listed and will not have any dealing with the company in future.</p>

The above conditions are gone through and accepted

**SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL**

3. Special Conditions of the Contract

1	<p><u>PRICE VARIATION CLAUSE</u></p> <p>Any upward or downward revision of diesel price to be calculated as per formula stipulated below:</p> <ol style="list-style-type: none">The rate quoted shall be firm throughout the contract period except for the adjustment in the cost of diesel as mentioned in Clause below: -The cost of diesel per litre prevailing on the third day prior to the due date of opening tender shall be the basis for the hiring charges per trip quoted by the tenderers.For any increase or decrease in cost of diesel announced by the Govt. Applicable for Chennai, proportionate increase/decrease in rate per trip will be considered adopting the following price escalation formula. The price adjustment will be effective date as per the official announcement of price by the Govt. of India, whenever there is increase/decrease in cost of diesel. <p><u>The following Price adjustment clause applicable for Hiring of A/C cars shall be considered.</u></p> <p>$V_f = \{(0.85 \times P_f) \times (R \times (F_1 - F_0) / F_0)\}$</p> <p>$V_f =$ Increase or decrease in the hire charges. The increase/decrease in hire charges shall be effected from the effective date as per the official announcement of price by the Govt. of India.</p> <p>$F_0 =$ The official retail price per litre of High Speed Diesel (HSD) at the existing consumer pumps of IOC at Chennai on the third day prior to the date of opening of tender.</p> <p>$F_1 =$ The new official retail price per litre of HSD at the existing consumer pumps of IOC at Chennai, as announced by the Govt. of India.</p> <p>$R =$ Settled Hire charges.</p> <p>$P_f =$ Percentage of Fuel component has been fixed as 25% for Hiring of A/C Vehicles</p>
2	<p><u>AWARD CRITERIA FOR EMPANELMENT OF AGENCY</u></p> <ol style="list-style-type: none">The Bidder should qualify the Technical Criteria stipulated in the tender document.After Opening the Financial e-Bid of technically qualified bidder, the bidder who quotes lowest rate should produce the vehicles along with original vehicle documents and Lease agreement as per Draft Format in the tender w.r.t the technical specification and requisite number as stipulated in the tender for Inspection.Due to some reasons, if it is found that the L1 bidder as per the financial bid Opening is unable to produce the original vehicle documents, requisite number of vehicle and Lease agreement of cars as per the format prescribed in the tender document for Inspection, then the L1 bidder will not be considered for further Evaluation process and in such case action will be initiated as per CMRL tender procedure manual & CMRL Tender Committee recommendation on the subject matter.The L1 bidder should satisfy above stipulated criteria (i)+(ii) +(iii) and the rates of L1 Bidder will be taken into consideration for empanelment of vehicles from all the qualified bidders.CMRL may also offer the opportunity of matching the L1 rates for vehicles to other bidders too, and those bidders who accept to provide vehicle as per L1 rate may also be empanelled for providing the service. Thereafter, CMRL may hire required model of

	<p>vehicles as per its need from empanelled service providers.</p> <p>vi) Higher Priority for allotment of vehicle will be given to the Bidder who scores highest mark in the Evaluation Criteria stipulated in the tender document. The number of vehicles to be allotted to the respective agency will be decided by CMRL based on the score secured in the Evaluation Sheet.</p> <p>vii) The empanelled agency shall have to enter into a contract with CMRL separately and individually by signing an agreement and this will be effective from the date of award. All empanelled firms shall have to submit performance Security as mentioned in the tender document at the time of award. The CMRL reserves the right to assign the full or part of work for Supply of vehicles to one or more agencies as per requirement.</p>																								
3	<p>DISCRETION TO ALLOCATE WORK:</p> <p>(i) 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 awarded either in full or part thereof at CMRL discretion. The work can be bifurcated among two or more parties at the sole discretion of CMRL and no Contractor/Agency shall have any objection to the same in any matter whatsoever.</p>																								
4	<p>DISTRIBUTION OF VEHICLES: -</p> <p>i) CMRL reserves the right to allot any vehicle to any officer(s) of CMRL. CMRL also reserves the right to re-allot the vehicle as per the need at any point of time. In case, if the contractor refuses to take up the work given, CMRL reserves the right to remove the vehicle from the contract and EMD/SD paid will be forfeited. Demand for plying for particular officer will result in cancellation of the work order.</p> <p>ii) The tenderer should have the capacity of providing any number of cars as and when required by CMRL and he should specify the availability of the vehicles in the tender itself.</p> <p>iii) CMRL reserves the right to accept or reject any tender partly or wholly without assigning any reason and also reserves the right to place orders with any tenderer for all vehicles offered by him or for any lesser number.</p>																								
5	<p>PENALTY CLAUSE: - The agencies shall be liable for penalties on contract price in the manner indicated below:</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Nature of default</th> <th>% penalty of per day hiring charge of requisite vehicle</th> <th>Mode of Deduction as Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Failing to provide vehicle after confirmation of booking</td> <td>50%</td> <td>Deduction from Running Bill/ CPG</td> </tr> <tr> <td>2</td> <td>Late reporting(Beyond 60 Minutes)</td> <td>10%</td> <td>-Do-</td> </tr> <tr> <td>3</td> <td>Indecent behaviour of driver or Misconduct</td> <td>10%</td> <td>-Do-</td> </tr> <tr> <td>4</td> <td>Improper condition of vehicle interior/ exterior/lesser than 2016 Model</td> <td>15%</td> <td>-Do-</td> </tr> <tr> <td>5</td> <td>Driver with dirty uniform</td> <td>10%</td> <td>-Do-</td> </tr> </tbody> </table>	Sl. No	Nature of default	% penalty of per day hiring charge of requisite vehicle	Mode of Deduction as Penalty	1	Failing to provide vehicle after confirmation of booking	50%	Deduction from Running Bill/ CPG	2	Late reporting(Beyond 60 Minutes)	10%	-Do-	3	Indecent behaviour of driver or Misconduct	10%	-Do-	4	Improper condition of vehicle interior/ exterior/lesser than 2016 Model	15%	-Do-	5	Driver with dirty uniform	10%	-Do-
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6	<p><u>REPLACEMENT OF VEHICLE: -</u></p> <p>a) Each tenderer shall give a replacement vehicle which will satisfy the tender conditions and to the satisfaction of the competent authority at the time of stopping of the vehicle on a particular day due to repair or any other reasons without any undue delay.</p> <p>b) If the contractor desires to continue the operation of the replacement vehicle, he must submit valid agreement entitling him to run the vehicle and enclose documentary evidence.</p> <p>c) Further, if the vehicle is absent without any replacement vehicle the expenditure incurred for transportation using other mode by the officials of CMRL shall be deducted along with a fine of Rs. 1000/- per day. Also the work order of the vehicle is liable for cancellation without giving any notice</p> <p>d) In case of any breakdown, a replacement vehicle should be arranged within one hour of breakdown of vehicle.</p>
7	<p><u>DRIVER: -</u></p> <p>7.1 Drivers with minimum 5 years' experience in driving Light Motor vehicles and also possessing an unblemished record shall be employed.</p> <p>7.2 The owner shall furnish the Driver's Fitness Certificate for driving light motor vehicles issued by the Govt. Medical Officer.</p> <p>7.3 The owner shall produce the credentials towards drivers' experience in driving four wheeler vehicles.</p> <p>7.4 Drivers with a minimum age of 18 years would alone be engaged and maximum age should not cross 55 years. Credential for the age shall also be furnished.</p> <p>7.5 Driving license should be available always with the Driver and Xerox copy of the same should be handed over to the officer's concerned.</p> <p>7.6 It is the duty of the tenderer to arrange for a standby Driver, with valid license, in case of the original driver is not turning up for duty for driving the vehicle without any stoppage.</p> <p>7.7 The contractor should issue photo identity card to the driver and they should always carry it with them, while on duty.</p> <p>7.8 The original Driving License should be produced to the designated official of HR/Admin Division</p>

	<p>of CMRL for verification</p> <p>7.9 The driver shall report to duty as directed by the concerned officer. Late reporting to duty shall be considered as absent. Two days proportionate hire charges would be deducted for each unauthorized absence.</p> <p>7.10 The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provision under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the CMRL. The contractor shall indemnify the purchaser against all third party claims under various Acts, arising from provision of services</p>
8	<p>CHANGE OF DRIVER: -</p> <p>8.1 The vehicle with driver allotted to a particular officer should continue and frequent change of vehicle as well as driver will not be permitted. The change of driver would be permitted only when the substitute driver satisfies the above conditions of drivers' appointment and the owner shall produce all credentials and get approval for permitting him to drive the vehicle. However, except for short absence for 2 days of leave or owing to sickness, the tenderer without the specific approval in writing of the Competent Authority shall not change the driver of a vehicle. Alternatively, the tenderer may get the approval from CMRL for a panel of drivers to be appointed by him so that the drivers may be substituted immediately.</p> <p>8.2 Replacement of vehicle should be provided within one hour time of the call for replacement in case of breakdown of vehicle.</p> <p>8.3 The Kilometer/time will not be accounted for any break down period until alternative arrangement is made</p>

5.Vehicle Requirement

The number of vehicles required at present are mentioned below. The figure mentioned are tentative and CMRL reserves the right to increase or decrease the number of vehicles at any time as per requirement during the contract period. All the vehicles should be A/C/diesel and it should be of 2016 model or later model.

S.No	Description of Vehicle Required	Indicative Quantity (in nos.)
1	A/C Tata Indica or equivalent - Diesel Car	56
2	A/C Tata Indigo or equivalent -Diesel Car	13
3	A/C ETIOS or equivalent -Diesel Car	7
4	A/C Tavera/Sumo/Qualis or equivalent -Diesel Vehicle	10

The number of vehicle mentioned above is only indicative. The same may increase or decrease during the contract period. The L1 bidder should be in a position to cater the same and provide the vehicle as per the L1 rate and tender Terms & Conditions.

6 Qualifying bid document for tender

S.No	Particulars	Details to be filled in by the tenderer
1	Name of the Travel agency/Service provider	
2	a) Type of organization – (whether Proprietorship / Partnership /LLP/ Ltd Company). b) Date of establishment c) Details of Original Certificate of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). d) Local Chennai Address with proof Please enclose relevant documents in support of the same.	
3	Address of local office in Chennai along with Telephone number (attach a copy of Chennai branch registration)	
4	Whether the firm is approved Taxi operator/Travel agent (Whether Documentary Proof for the same attached-Yes/No)	
5	Registration No. (attach a copy of registration proof in pdf)	
6	PAN No. (Attach certificate of registration in pdf)	
7	GST registration (Attach certificate of GST in pdf)	
8	Detail of tender document Fee in favor of Chennai Metro Rail Ltd through NEFT/RTGS in CMRL bank account Bank name: Canara Bank, Teynampet Branch, Chennai Account no: 0416214000030 IFSC Code : CNRB0000416	Tender fee of Rs. 24,000/- Transferred Date: Transaction Amount: Rs.....
9	Detail of EMD in favor of Chennai Metro Rail Ltd through NEFT/RTGS in CMRL bank account Bank name: Canara Bank, Teynampet Branch, Chennai Account no: 0416214000030 IFSC Code : CNRB0000416	EMD fee of Rs. 10,000/-per vehicle Transferred Date: Transaction Amount: Rs..... Total EMD FEE= (No of Vehicles to be provided by Service Provider* Rs 10,000/-)
10	Work Experience- Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates. The details along with documentary evidence of previous experience, if any, of providing	

	car / Taxi hiring services for the government/semi-government/public sector undertakings /banks/MNCs should also be given. Submitted (Yes or No)	
11	Average Annual Financial turnover during the last 3 financial years (i.e.2014-15, 2015-16 & 2016-2017)should be atleast Rs.1,43,92,872/- (Rupees One Crore Forty Three Lakhs Ninety Two Thousand Eight Hundred and Seventy Two Only)	
12	Specify the no of Vehicles to be provided by the service provider for the said tender along with Ownership details of vehicles as per the format – Annexure-“B”	
13	Income Tax Returns of last thee Financial years - F.Y. 2014-15, 2015-16 & 2016-2017 (Self-Attested Copy to be submitted)	
14	Whether registered with Labour Department under the Contract Labour (R & A) act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/registration to be submitted).	
15	Number of vehicles owned with details such as type / make / model of the vehicle. Condition / age of vehicle with their registration taxi permit No. etc. (attach documentary evidence). List of vehicles/taxis in the fleet along with photocopy of their RC/fitness and permit owned to be submitted as per <u>Annexure –“B”</u>	
16	Name and address of the existing clients along with full details. The feedback from top three concerned clients who have issued work order based on which the bidder has submitted proof of work experience for the said tender as per <u>Annexure-“G”</u>	
17	Documentary Proof of Vehicle (Minimum 30 in nos) along with ownership details: (i) RC of vehicle (30 in nos) (ii) Insurance copies of vehicles (iii) Ownership proof of vehicle Submitted (Yes or No)	
18	Organisation/any of its subsidiaries should not been blacklisted by any Govt/ PSU companies/Academic Institutions/Reputed organisations	
19	Details of Bidders Bank Account	Bank: ----- Beneficiary: ----- Account no: ----- IFSC Code: ----- Bank Address: -----

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7 DETAILS OF VEHICLES OWNED BY THE FIRM/PROPRIETOR /PARTNER

S.No	Description		No of vehicles		
(i)	Number of Vehicles the Bidder is willing to Provide for the said tender. Please specify the number of vehicle and their details as per the format cited below. The bidders should be in possession of vehicle at the time of participation of tender process.	 Nos		
Sl No	Vehicle Type/Model no.2016	Vehicle Registration No. and Insurance No	Month and year of purchase	Whether copy of RC /Insurance attached	Insurance Validity period upto.
a) List of Own Vehicle - 15 Vehicles details					
1					
2					
3					
4					
b) List of Contract Vehicles -15 Vehicles					
Sl No	Vehicle Type/Model no.2016	Vehicle Registration No. and Insurance No	Month and year of purchase	Whether copy of RC /Insurance attached	Insurance Validity period upto.
1					
2					
c) List of Vehicles the prospective bidder willing to provide to CMRL. All the vehicles will be inspected by the CMRL Committee as per the details provided below on qualifying the bid. During the inspection only the vehicles which have been declared below will be inspected along with the lease agreement format as stipulated vide Annexure –“G”					
Sl No	Vehicle Type/Model no.2016	Vehicle Registration No. and Insurance No	Month and year of purchase	Whether copy of RC /Insurance attached	Insurance Validity period upto.
1					
2					

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8. PRICE SCHEDULE FOR HIRING OF VEHICLE ON DAILY BASIS

Settled Hired Charges (on Daily basis) for Air conditioned TATA Indica /TATA Indigo/ETIOS/Tavera/Sumo/Qualis or equivalent -Diesel Vehicle - Model 2016 or later model. The rate contract for vehicle hire will be for a period of three years on monthly payment basis based on actual usage of vehicle subject to the terms and conditions laid down in the tender document. **It is to be noted that the vehicle shall be hired on daily basis subject to the requirement of CMRL.**

Type of Vehicle (AC Diesel)	Unit	Rate offered per day for usage of 5 hours and up to 50 Kms	GST		Total amount without GST	Total amount with GST	Extra rate per hour (time) beyond 05 hrs in a day	Extra rate per Kilometer beyond 50 Kms per day
			in %	in Rs.				
		(B)	(C)	(D)	(E)	(F)	(G)	(H)
<u>Economy Cars-A/c</u> (2 Box hatchback) TATA Indica or I10 or I20 or Equivalent.	Rate per vehicle per day							
<u>Medium Cars-A/c</u> (3 Box Sedan) TATA Indigo or Ford Fiesta or Maruti Swift Dzire or Equivalent	Rate per vehicle per day							
<u>Deluxe Cars-A/c</u> Honda City or Maruti Suzuki SX4 or Verna or equivalent	Rate per vehicle per day							
<u>Luxury Cars</u> Honda Civic/Accord/Sonata /Skoda Octavia	Rate per vehicle per day							
Tavera /Sumo/ Qualis or Equivalent	Rate per vehicle per day							
Toyota Innova or Mahindra XUV -500 Equivalent	Rate per vehicle per day							

Note: -

- 1) The calculation of hire charges is based on actual number of days vehicle used in a particular month and type of vehicle allotted to the officials.
- 2) The commencement/closure of the trip will be reckoned from the time of reporting/ up to the time of release of vehicle by the official and the running time and distance from travel's office to the pick up point of Officer and vice versa shall be considered based on the actual usage of vehicle (Kms and Hrs) and the same has to be certified by the concerned official of CMRL.
- 3) Rate quoted should be inclusive of all charges i.e. cost of fuel, crew salaries, maintenance, tax, insurance, fitness certificate etc. No additional charges will be paid.
- 4) Payment will be made on the basis of specific distance slab allotted to the officers and thereafter for every actual Km run and hours engaged at extra cost.
- 5) The payment for vehicles will be made as per agreed (L1) tender hire rate for 5 hrs/50 kms package as the case may be. In case of usage of vehicle beyond the mentioned package, the payment for extra hour/km shall be considered as per the agreed quoted rate per hour/km only for any extra hour/kms used.
- 6) Rate should be offered both in words and figures without any cutting and overwriting.

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7. PRICE SCHEDULE FOR HIRING OF VEHICLE ON MONTHLY BASIS

Settled Hire Charges (on Monthly basis) for Air conditioned diesel vehicle of Model 2016 or later model. The rate contract for empanelment of service provider for provision of hired vehicle will be for a period of three years on monthly payment basis based on usage of vehicle in a month subject to the terms and conditions laid down in the tender document.

Type of Vehicle (AC Diesel)	Unit	Rate offered per day for usage of 12 hours and up to 120 Kms	GST		Total amount without GST	Total amount with GST	Extra rate per hour (time) beyond 12 hrs in a day	Extra rate per kilometer beyond 120 Kms per day
			in %	in Rs.				
(A)	(B)	(C)	(D)		(E)	(F)	(G)	(H)
TATA Indica or i10 or i20 or Equivalent	Rate per vehicle per day							
TATA Indigo or Ford Fiesta or Maruti Dzire or Equivalent	Rate per vehicle per day							
Toyota Etios or Equivalent	Rate per vehicle per day							
Tavera /Sumo/ Qualis or Equivalent	Rate per vehicle per day							

Note: -

- 1) The calculation of hire charges is based on actual number of days vehicle used in a particular month and type of vehicle allotted to the officials. The rate will be applicable from the time of reporting at the pick-up point and drop at the same point as certified by the user officer.
- 2) The commencement/closure of the trip will be reckoned from the time of reporting/ up to the time of release of vehicle by the official and the running time and distance from travel's office to the pick up point of Officer and vice versa shall be considered based on the actual usage of vehicle (Kms and Hrs) and the same has to be certified by the concerned official of CMRL.
- 3) Rate quoted should be inclusive of all charges i.e. cost of fuel, crew salaries, maintenance, tax, insurance, fitness certificate etc. No additional charges will be paid.
- 4) Payment will be made on the basis of specific distance slab allotted to the officers and thereafter for every actual Km run and hours engaged at extra cost.
- 5) The payment for vehicles will be made as per agreed (L1) tender hire rate for 12 hrs/120 kms package as the case may be. In case of usage of vehicle beyond the mentioned package, the payment for extra hour/km shall be considered as per the agreed quoted rate per hour/km only for any extra hour/kms used.
- 6) Rate should be offered both in words and figures without any cutting and overwriting

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PRICE BID FOR HIRING OF VEHICLE FOR OUTSTATION DUTIES

S. No	Particulars	Vehicle hire charges per day basis (8hrs/80 Kms)	Driver Bhatta /Day	Night Halt Rate per Night	Interstate Permit Expense	Extra rate Per Hour (Time) beyond 8 hrs/ day	Extra rate Per km (Time) beyond 80 Kms/day
i	Tata Indica i10 or i20						
ii	Tata Indigo/Esteem/Dzire						
iii	Tavera/Sumo/Qualis						
iv	Toyota Innova						
v	Total Rate per Day (Without GST) (i+ii+iii+iv)						
vi	GST						
	Total Rate per Day (With GST) (v+vi)						

Draft - LEASE AGREEMENT

This Car Lease Agreement (the "Agreement") sets out the terms and conditions upon which [LESSOR NAME] (the "Lessor"), with registered number [REGISTERED NUMBER] and having its registered address at [ADDRESS], shall lease a Vehicle to [LESSEE NAME] (the "Lessee"), being a Company duly registered under the laws of [STATE] with registered number [REGISTERED NUMBER] and having its registered address at [ADDRESS] (together, the "Parties").

WHEREAS: The Lessor is the registered owner of the Vehicle.

WHEREAS: The Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Car Lease Agreement and The Lessee for his part is desirous of leasing the Vehicle from the Lessor on said terms.

The terms of this Car Lease Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Car Lease Agreement. NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1.OBLIGATIONS OF THE LESSOR

It is agreed that the Lessor shall make the Vehicle available to the Lessee for the duration of this Car Lease Agreement.

2. OBLIGATIONS OF THE LESSEE

It is agreed that the Lessee shall make use of the Vehicle during the operation of this Car Lease Agreement in accordance with terms of this Car Lease Agreement .

3. LEASE RATES

It is agreed that the Lessee shall pay the Lessor [RATE]. Said rates are to be paid net of any and all taxes or duties.

4. DURATION OF AGREEMENT AND DATES AND PLACE OF COLLECTION AND RETURN It is agreed that:

4.1 This Car Lease Agreement shall commence on the date of its execution from.....to.....and shall have effect until any of the following occurrences at which point the Agreement will end:

4.2 The provision of 14 (fourteen) days' notice in writing by either Party.

5. USAGE OF VEHICLE

It is agreed that the purpose of the Vehicle shall be commercial only.

6. WARRANTIES AND INDEMNITIES It is agreed that:

6.1 Both Parties warrant that they have the necessary power and approval to enter into this Car Lease Agreement.

- 6.2 The Lessee undertakes to pay all Lease Rates to the Lessor promptly and not to unreasonably withhold payment.
- 6.3 The Lessee undertakes to permit only Approved Drivers to operate the Car during the operation of the Car Lease Agreement.
- 6.4 The Lessee undertakes that all Approved Drivers shall only operate the Car when sober and fit to drive and will follow the rules of the road at all times.
- 6.5 The Lessor undertakes to insure and keep insured the Vehicle during the operation of this Car Lease Agreement.
- 6.6 The Lessor undertakes to meet the costs of all routine vehicle maintenance and repairs due to normal wear and tear and expressly excepting damage caused by a collision. The Lessee may pay for the above and then recover the cost from the Lessor only with the prior written agreement of the Lessor.
- 6.7 Where the Vehicle requires towing, garage services and repairs for any reason this shall be arranged by the Lessee but with the prior approval of the Lessor.
- 6.8 The Lessor undertakes to replace the vehicle with a similar vehicle if the vehicle is irreparably damaged or beyond the economic cost of repair.
- 6.9 The Lessee agrees to keep the Vehicle clean.
- 6.10 The Lessee agrees to keep a mileage and trip log.
- 6.11 The Lessee agrees not to use the Vehicle for any purpose other than those set out in clause 6.
- 6.12 The Lessee undertakes to inform the Police, the Lessor and the Insurance Company immediately if the Vehicle is stolen or is suspected of being stolen.
- 6.13 The obligations and benefits under this Car Lease Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.
- 6.14 The failure or delay by either Party to enforce any term of this Car Lease Agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

7. VARIATION

Any variation to this Car Lease Agreement shall be made in writing and signed by both Parties with the exception of variations of Schedules A and B which can be amended by annexing a replacement version of the Schedule which must be signed and dated by both parties.

8. NOTICES

Any notice served under this Car Lease Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such

address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

9. GOVERNING LAW, DISPUTES AND ARBITRATION It is agreed that:

- 9.1 This Car Lease Agreement is made under the exclusive jurisdiction of the laws of [STATE AND COUNTRY].
- 9.2 Disputes under this Car Lease Agreement shall be subject to the exclusive jurisdiction of the courts of [STATE AND COUNTRY].
- 9.3 Notwithstanding the terms of 10.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

IN WITNESS WHEREOF, each of the Parties has executed this Car Lease Agreement:

[LESSOR]

[TITLE]

[NAME],

DATE

WITNESS 1:

WITNESS :2

Witness 2:

[LESSEE]

[TITLE]

[NAME],

DATE

NOTE:

- i) The draft lease agreement is only for guidance for the prospective bidder who intends to provide vehicle on contract to CMRL at the time of inspection of vehicle by CMRL committee.**
- ii) During Last tender, it was noticed during the inspection of vehicle of the prospective bidder that the lease agreement for contract vehicles were not in proper format. Hence for guidance, the said draft format is enclosed for reference.**

Schedule A

Particulars of the Vehicle Being Leased:

Vehicle Registration Number [VEHICLE REGISTRATION]	
Vehicle Make: [VEHICLE MAKE]	
Vehicle Model: [VEHICLE MODEL]	
Vehicle Color: [VEHICLE COLOR]	
Year of Manufacture: [VEHICLE YEAR]	
Engine Capacity: [VEHICLE CAPACITY]	
Vehicle Identification Number (VIN): [VIN]	
Mileage at start of lease: [MILEAGE]	
Fuel Type (Diesel, Petrol, LPG, Electric): [FUEL TYPE]	
Details of Insurer (name and address): [INSURER]	
Insurance Policy Number: [POLICY NUMBER]	

Schedule B

Particulars of the Approved Drivers

The following shall be the Approved Drivers:

Name	Address	License Number	State License Issued In

Draft Lease Agreement

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR / AGENT

(To be given on its letterhead by client in sealed envelope)

S.No	Particulars	To be filled by the Bidder in the Company Letter head
1	Name & address of the Client	
2	Details of Works executed by Shri /M/s	
3	Agreement No. and date	
4	Agreement Amount in Rs.	
5	Date of Commencement of Contract	
6	Date of Expiry of Contract	
7	Duration of relationship with the Car Agency	
8	Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered	
9	Details of disputes with the agency during the contract	
10	General Feedback on the quality of service by Car Agency	
11	Rating of car services rendered: Outstanding/Very Good/Good/Satisfactory/ poor	
12	Recommendation, if any or any other feedback	

**SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL**



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

PROFORMA FOR DUTY SLIP

Duty Slip No: Date Used by
 Vehicle Type: Booked by Vehicle No:
 Customer Name Rental Type

(i) Time (Hrs) and Distance (Kms) at the time of reporting to officer at pick-up point

Time (Hrs.) :
 Kms (Readings) :
 Place :

(ii) Time (Hrs) and Distance (kms) at the time of release of vehicle by officers

Time (Hrs.) :
 Kms (Readings) :
 Place :

(iii) Running Time and Distance from Travel office to Pick up Point of officer

Time (Hrs.) :
 Kms (Readings) :
 Place :

(iv) Running Time and distance of Vehicle from Release point to Travel office

Time (Hrs.) :
 Kms (Readings) :
 Place :

To be Filled Up by the Travel Agency for claiming of Bill

Total Time(Hrs) Used	
Total Distance (Kms) Covered	
Parking Charge	
Toll Charge	
Interstate Permit	
Any Other Charges	

Guest Signature/CMRL Vehicle User Signature
 Driver Name
 Travel Agency