

CHENNAI METRO RAIL LIMITED

NOTICE INVITING E-TENDER NIT No: CMRL/RC/010/2022-23/05 National Competitive Bidding

CMRL invites digitally signed tender through e-procurement portal from Reputed, Experienced, Financially sound, eligible applicants, who fulfill the qualification criteria as mentioned in the tender through National Competitive Bidding (NCB) under Single Stage Single Bid with initial filter (Technical & Financial) system for the works as detailed below

1	Name of work	Tender No.: CMRL/OPN/RC/Procurement/010/2022-23/05- AMC for maintenance of Cash counting, Note sorting & Fake detection machines.
2	Details of Techno-Commercial and Financial bid	Techno-Commercial Bid: i. EMD (By online transaction) ii. Technical documents with Annexures B & C. iii. Proof of Experience document as per the tender condition
		Financial Bid:- Price Schedule in Excel format.(BOQ)
3	Bid validity	180 days from the date of opening of Technical Bid.
4	Bid Security Amount (EMD)	₹1,604/- (Indian Rupees One Thousand and four Only)
5	Duration of Contract	01 year
6	Details of NIT/ Bid Document	The Bid documents can be downloaded from the CPP PORTAL https://eprocure.gov.in/eprocure/app from :D
7	CMRL BANK Account Details	a) Beneficiary name : M/s Chennai Metro Rail Limited b) Beneficiary bank : Canara Bank, Teynampet Branch, Chennai-600 018 c) Current Account No: 0416214000030 d) IFSC Code : CNRB0000416
8	Tender Inviting Authority and Contact Deails	Additional General Manager (RSO), Chennai Metro Rail Limited, 1 st floor, Administrative Building, CMRL Depot, Poonamallee High Road, <i>Koyambedu</i> , <i>Chennai</i> - 600 107 Tel No.044-2379 2000, Fax No.044-2379 2200, <i>Email id</i> : lakshmi.p@cmrl.in
9	Last Date and Time of submission/uploading of Bid	20.07.2022 up to 15:00hrs.
10	Date and Time of opening of Bid (Technical & financial Bid)- ONLINE	21.07.2022 at 15:30hrs.
11	Bidders barred from bidding for this work	Bidders 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.
12	Website from which any additional information can be obtained	1) https://eprocure.gov.in/eprocure/app 2) www.chennaimetrorail.org

Note: If the date of opening of tenders happens to be a public holiday, tenders will be opened on the next working day at the same time.

Additional General Manager (RSO) Chennai Metro Rail Limited NIT No. CMRL/OPN/RC/Procurement/010/2022-23/05

Sub: Invitation of sealed quotation for "AMC for maintenance of Cash counting, Note sorting & Fake detection machines" under two 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 "AMC for maintenance of Cash counting, Note sorting & Fake detection machines" under two-bid system having following details:-

Sl. No.	Name of the Item	Qty.	Machine Details
1.	Cash counting Machine	8 Nos.	
2.	Note sorting & counting Machine	12 Nos.	Detailed Machine details are attached in <u>Annexure -A</u>
3.	Fake Note Detector	40 Nos.	

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.

Date: 05.07.2022

- **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 bidders get themselves registered on-line on the e-Procurement (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 duty authorized person.
- iv. **Tender dates**: Tenders will be published on-line on http://eprocure.gov.in/eprocure/app website 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.
- 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 'Service 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 or modify 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 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.
- **f. Bid Validity:** The validity period of the bids shall be **180 (ONE HUNDRED EIGHTY) 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* 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 DOUBLE 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 satisfied with all terms & conditions and has been evaluated as L1 on all items Total 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 Work 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. <u>Eligibility Criteria:</u>

- i. Bidder should have their registered service center of their own in Chennai. Proof of same shall be attached with Bid document.
- ii. Minimum 5 years of experience in servicing Cash counting machines, Note sorting & counting Machines, Fake note detector & Coin/Token counting Machines. Proof of experience to be shared along with Bid document.

3. Bid security (EMD - Earnest Money Deposit):

- i. The EMD shall be made payable without any condition to the CMRL. An amount of Rs.1,604/- (Rupees One thousand Six hundred and Four Only) is required to be paid online through NEFT/RTGS to CMRL Bank Account, as bid security. The UTR no is required to be filled with the form for eligibility criteria from the tender and same need to be signed and submitted along with the technical bids. No other mode of payment shall 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. The EMD amount will be returned as per the bank account number mentioned in **Annexure B**
- vi. As per CMRL policy, No exemptions for Tender Fee & EMD are permitted to bidders based on MSME or NSIC certificates.
- vii. 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.

4. Bid Price:

The prices should be quoted in Indian Rupees

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. Scope of Work:

- a. The AMC shall be comprehensive in nature and replacement of spares without any additional charges.
- b. The contractor shall ensure that the equipment is in good working condition and is with full configuration while handing over at the end of the AMC.
- c. Whenever Government introduces any new bank notes, the service provider without any charges shall update the software for the same.

- d. The contractor will supply and replace genuine and quality spare parts free of cost.
- e. Any major repair/overhauling required, will be done by the contractor, without any extra cost.

6. Evaluation of Quotation:

- (a) The quotations would be evaluated and compared based on the substantial responsiveness to the Techno commercial conditions set out in bid document and which are properly signed confirming the terms and conditions in **Annexure C.**
- (b) The tender will be evaluated on total bid price quoted in price schedule.
- (c) The price bid of eligible firms will be opened after the evaluation of successful bidders of Technical conditions subject to their capacity and performance and work order would be considered on the lowest bidder.
- (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.

7. PERFORMANCE SECURITY:

- i. To ensure due performance of the contract, Performance Security is to be given from only **Public Sector Bank** by the successful bidder who is awarded to the contract.
- ii. **Performance Security will be 3% of the value of the contract**. Performance Security may be furnished in the form of an account payee demand draft payable in Chennai from Public Sector bank, bearing "Chennai Metro Rail Limited" name or irrevocable bank guarantee deemed in a prescribed form.
- iii. Within 21 days of the receipt of notification of award from the Service provider, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the bidding documents.
- iv. Performance Security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be paid for the Performance Bank Guarantee during the validity period of B.G.
- 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 the Purchaser.

8. Payment terms:

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

- a. Payment will be made against completion of each quarter service rendered.
- b. Original Tax invoice shall be submitted duly signed by the authorized signatory.
- c. Payment made against satisfactory of work/service rendered and duly certified by competent authority of CMRL.
- d. GST will be reimbursed against submission of proof of document as per GST ACT along with the Invoice

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

9.Validity of Quotation:

Quotation shall remain valid for a period of 180 days from the date of bid opening

10. Bidder details:

The Bidder has to fill in the vendor detail form enclosed with this Tender Document as *Annexure-B* and same shall be forwarded along with quotation.

11. Additional Terms & Conditions:

- i. Escalation matrix shall be provided with bid document for the AMC period
- ii. Contact person Name, mobile no. & Mail ID shall be shared.

12. Jurisdiction:

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

13.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.

14. Quotation submission:

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

C		Schedule of tender opening		
S.no.	Particular	Date	Time	
1.	Last date for submission of bid document	20.07.2022	15:00 hrs.	
2.	Opening of Technical Bid document	21.07.2022	15:30 hrs.	

15.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 compliance sheet. Any special conditions mentioned in any other documents will not be given any consideration.

16.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 vise -versa contracted rates, which may have to be incurred by CMRL on AMC of said item by alternative means.

Manager (Revenue)

Chennai Metro Rail Limited, CMRL depot, Admin Building, Poonamallee High Road, (Opp. to Daniel Thomas School) Koyambedu, Chennai – 107" E-Mail <u>-lakshmi.p@cmrl.in</u> Contact- 9445868299.

17. 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.Satheeshprabhu AGM(RSO) For & on behalf of CMRL

Note:-

- i. 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.
- ii. The authorized 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.
- iii. Selected bidder shall be advised by CMRL to supply sample roll for verification of paper quality and size item specification mentioned in tender.

Machine Details sheet Annexure-"A"

Machine Details sheet Annexure			11	
Machine Name	Model	Month & year of Purchase	Specification	Qty.
Cash Counting	Mx50i	Nov.2014	Specification attached as Annexure –A1	8
Note Sorting	Matrix VB	July 2016	Specification attached	6
Machine	Matrix VB	May 2018	as Annexure -A2	6
		Jan.2015		15
		Aug.2015		15
Fake Note Detector - Single Note	True scanner Neo	May 2018	Specification attached as Annexure –A3	10
	Total			60

	Cash Counting
Model	Mx 50 i
Item	Intelligent Money Counter-Cum-Detector
Counting Speed	Higher than 1000 Notes per Minute
Power Supply	220V AC 50 Hz (+/- 10%) Optional – 110V AC 60 Hz
Power Consumption	50 watts during operation / <10 watt during non operation.
Dimensions (LWH)	330 x 265 x220 mm
Detection Type	UV, IR & I-Scan Detects Super Fake Notes
Counting Technology	Highly reliable IR Sensor Technology for accuracy & durability. Digitized due to its advanced electronics and intelligent software.
Display	LED Display
Net Weight	7.5 kg
Accessoreis	Customer Display(Optional)
UV Detector	99%

Note sorting – Matrix VB			
COUNTING SPEED	800~1200 notes/min		
HOPPER CAPACITY	500 notes (continuous feeding)		
STACKER CAPACITY	220 notes		
REJECTION POCKET CAPACITY	50-100 notes		
DETECTION TECHNOLOGY	Twin CIS, UV, MG, MT, IR, 2D & 3D		
NOISE	≤60Db		
POWER SUPPLY 100-240V AC,50/60Hz 3.0A			
POWER CONSUMPTION	≤50W		
DIMENSION 251(L) x 271(W) x 264 (H) mm			
NET WEIGHT 8.5 Kgs			
INTERFACE RS-232, Printer, USB, SD card			

$\underline{Annexure - A3}$

	<u> 1111112411 E - 115</u>
Fa	ke Note Detector
Brand & Model Name	Maxsell & Truscan Neo
Counting Speed	120 notes/min
Detection Technology	UV Sensor, Magnetic Sensor
Suitable Currency	INR
Display Type	LED Display
Fake Note Detection	Yes
Duplicate Note Detection	Yes
Cut Note Detection	Yes
Chain Note Detection	Yes
Power Features	
Power Requirement	12 V DC
Other Power Features	Power Consumption: 10 W
Certification	CE Certified
Other Features	Counting Speed per Note: 0.5 secs, Automatic Currency Feeder, PRE 2005 Detection for INR: Yes, Upgradation Feature: Yes, Size Cum Value Detection: Yes, Push Button Keypad, Battery Backup Rechargeable: Yes, Detection Technology: 2D and 3D
Weight	0.57Kg

<u>Annexure – B</u>

Bidder 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	1	
Bank name				
Beneficiary name				
Bank address				
Bank account no				
IFSC code				
PAN No.				
GST no.				
EMD online transaction number with date				

<u>Annexure – C</u>

Terms & Conditions Compilation Sheet

S.No.	Terms & Conditions	Accepted / Not Accepted	Remarks if any
1	The AMC shall be comprehensive in nature and replacement of spares without any additional charges.		
2	The equipment's are placed at CMRL Metro stations (Total 41 stations) and The contractor shall attend the preventive maintenance of the all equipment's at least 4times in year at concerned metro station at their own service cost to reach the location.		
3	The contractor shall ensure that the equipment is in good working condition and is with full configuration while handing over at the end of the AMC.		
4	Whenever any new bank notes are introduced by Government, the software for the same shall be updated by the service provider without any charges		
5	The contractor shall supply and replace genuine and quality spare parts free of cost.		
6	Any major repair/overhauling required, shall be done by the contractor, without any extra cost		
7	Equipment defect Reporting: i. Major issue / Machine unable to use condition - within 24Hrs		
	ii. Minor issue - within 72 Hrs.		
8	The problem reported shall be attended and rectified within the following time frame:		
	i. Minor fault within 24hrs.		

S.No.	Terms & Conditions	Accepted /	Remarks if any
		Not Accepted	
8	ii. Major fault time to rectify should not		
	exceed 7 working days		
	iii. If unable to fix as above, then a		
	replacement machine to be provided till		
	the defective machine is rectified.		
	iv. While attending the fault, the		
	equipment to be thoroughly checked in all		
	its functional aspect before handing over		
	after service.		
	v. If either complaint not attended in		
	stipulated time or replacement machine		
	not provided then a penalty of value of		
	AMC per machine per day shall be		
	imposed for the no. of days delayed for		
	service.		
9	Service Report to be provided after		
	completion of service (For both		
10	Preventive & corrective maintenance)		
10	Payment against satisfactory completed		
	work shall be made on every quarterly		
	basis. On receipt of invoice for same.		
11	Contract period shall be from the date of		
11	agreement signed for AMC.		
12	The obligation of the CRML and M/s		
12	will be suspended when either party is		
	subject to force majeure which can be		
	termed as civil disturbance, riots, strikes,		
	storm, tempest acts of god, emergency		
	states etc, and restrictions imposed		
	by Central/State authorities on account of		
	which M/s is unable to deliver the		
	service support within the stipulated TAT.		

Performance Bank Guarantee Bond

Managing Director, Chennai Metro Rail Limited 1. In consideration of the "Chennai Metro Rail Limited (CMRL)" having agreed to accept from (hereinafter called "the said contractor/s with address), under the terms and conditions of an Agreement/Acceptance letter dated _____ made between (hereinafter called "the said and contract agreement") the Performance Guarantee for the due fulfillment by the contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ only) we, (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of _____ contractor/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement. _ (indicate the name and address of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CMRL stating that the amount claimed is by way of loss or damage caused to or suffered by the CMRL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to CMRL under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ______. 3. We undertake to pay to the CMRL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/suppliers (s) shall have no claim against us for making such payment. (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ______ office/Department CMRL certifies that

the terms and conditions of the Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this

in

writing

on

or

us

before

is

guarantee

made

on

		_ (date of completion +	6 months) we shall
discharged from all liability un	der this guarantee	thereafter.	,
further agree with the CMRL the without affecting in any man conditions of the said agreeme from time to time or to postpexercisable by the CMRL again and conditions relating to the sareason of any such variation forbearance act or omission on Contractor(s) or such any matter would, but for this provision, he	nat the CMRL shall ner our obligation ont or to extend time one from any time and agreement and or extension be the part of the CM er or thing whatso	I have the full liberty with as hereunder to vary an one of performance by the end of from time to time at and to forebear or enforce we shall not be relieved the granted to the containing granted to the containing which under the law ever which under the law.	hout our consent and by of the terms and e said contractor (s) any of the powers orce any of the terms from our liability by tractor/s or for any the CMRL to the said
6. This Guarantee will not be on the Contractor(s) Supplier(s).	discharged due to t	he change in the constitu	ntion of the bank or
7. We, to revoke this guarantee during writing. This Bankers Guarante	its currency excep	ot with the previous cons	sent of the CMRL in
Date this o	lay of	2022.	
For	-		
(The name of Bank)			
Seal of the Bank			
Witness 1: Name and address			
Witness 2: Name and address			

AGREEMENT

Between CMRL

And THE LICENSEE

Date:	
AGREEMENT	
This Agreement	(the "Agreement"), is executed at Chennai on this
day of	
	BETWEEN
unless repugnar	Rail Limited (hereinafter referred to as CMRL)" which expression shall, it to the meaning or context thereof, be deemed to mean and include its d assigns) as part of the First Part;
	AND
the laws of at shall, unless repu its such defined a and affiliates of L	
WHERE AS: CMRL has calle	d for AMC service of Cash counting & coin counting machine – 60Nos.
	nsee, inter-alia, is currently engaged in the business of such services;
	as received AMC proposal from M/s for Annual maintenance ating machine – 60nos.
subseque	s of the contract, the submissions of the Licensee and such other ent discussions between the Parties, the Parties hereby agree to confirm se arrangement on such terms and conditions as set forth herein.

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

1 - SCOPE OF THE WORK

- a. The AMC shall be comprehensive in nature and replacement of spares without any additional charges.
- b. The contractor shall ensure that the equipment is in good working condition and is with full configuration while handing over at the end of the AMC.
- c. Whenever any new bank notes are introduced by Government, the software for the same shall be updated by the service provider without any charges.
- d. The contractor will supply and replace genuine and quality spare parts free of cost.
- e. Any major repair/overhauling required, will be done by the contractor, without any extra cost.

2 -TENURE OF THE AGREEMENT

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

3- Number of Visit

The contractor shall attend all corrective and the preventive maintenance of the all equipment's shall be minimum of **4 times in year** at concerned station.

4 - Response Time & Responsibility

- a. The problem reported shall be attended and rectified within the following time frame:
- b. Major issue / Machine unable to use condition within 24Hrs.
- c. Minor issue within 72 Hrs.

- d. If unable to fix as above, then a replacement machine to be provided till the defective machine is rectified. Maximum time to rectify should not exceed 7 working days
- e. If either complaint not attended in stipulated time or replacement machine not provided, then a penalty of value of AMC per machine per day shall be imposed for the no. of days delayed for service.

5 - Validity

a. One-year Contract period shall be start from the date of agreement signed for AMC

6- Compensation for damages caused for persons, Goods or property

The contractor shall indemnify and hold harmless, CMRL and / or any officer, employees or assignee thereof against any loss, damage or expense resulting from damage to property or personnel injury arising out of wilful misconduct or gross negligence of the contractor or their personnel in execution of work under this contract. The contractor shall, at its expense, defend any suit or proceedings brought against CMRL, on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them or any of them; in connection therewith.

CMRL shall no liability to the contractor, its officers, employees or assignees for any damage or property of the contractor or personnel injury to any of their employees or any compensation while on the premises at CMRL unless such damage or personal injury arises out of wilful misconduct or gross negligence of CMRL, its officers, employees or assignees.

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 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.

8- TERMINATION

- 8.1 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.
- 8.2 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 contract 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.
- 8.3 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.
- 8.4 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.
- 8.5 CMRL may terminate whole or any portion of the contract by giving two months notice.

9 - LAWS GOVERNING THE CONTRACT

- 9.1. This contract shall be governed by the Laws of India for the time being in force.
- 9.2. 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.

10- DISPUTE RESOLUTION & ARBITRATION

- 10.1 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.
 - 10.2 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, 1996 as amended by the Arbitration and Conciliation (Amendment) 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, 1996 as amended by the Arbitration and Conciliation (Amendment) 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.

10.3 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 Arbitrator from time to time.

10.4 Jurisdiction of Courts

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

10.5 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.

ARTICLE11- MISCELLANEOUS

11.1 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.

11.2 Survival:

This Agreement along with the work order 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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:

Additional 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 previously mentioned 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.	