

**NIT No. CMRL/OPN/RC/Procurement/010/2022-23/01**

CMRL invites online tenders through e-procurement portal from reputed suppliers under two bid system for the following work

1	<i>Name of the Work</i>	<b>Tender for “Rate Contract For “Supply of Contactless Smart Card”</b>
2.	<i>Details of Techno-Commercial and Financial Bid</i>	<b>Techno-Commercial Bid :-</b> i. Earnest Money Deposit ( Online transaction) ii. Technical specification and compliance sheet (Annexure – A) & Financial offer (BOQ) & Vendor Information (Annexure – B). iii. Performance statement (Annexure – C)
3	<i>Earnest Money Deposit</i>	<b>Rs.3,00,000 (Rupees – Three lakhs Only)</b>
4	<i>Tender Validity</i>	Offers shall be valid for a period of <b>365 days</b> from the date of financial bid opening.
5	<i>Tender Publishing date</i>	<b>19.05.2022</b>
6	<i>Tender documents</i>	The tender documents can be downloaded from CMRL website <a href="http://www.chennai-metrorail.org">www.chennai-metrorail.org</a> . & CPP portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
7	<i>Tender inviting Authority</i>	Additional General Manager (RSO), Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu Email id – <a href="mailto:lakshmi.p@cmrl.in">lakshmi.p@cmrl.in</a>
8	<i>Last date for Up-loading of Tender document in e-procurement portal</i>	<b>18.06.2022 at 18:00 Hrs.</b>
9	<i>Date and Time of Opening of Tender (Techno Commercial Bid ) in e-procurement portal</i>	<b>20.06.2022 at 11:30 Hrs.</b>
10	<i>Bank account details of Chennai metro rail Ltd</i>	i. Bank Name : CANARA BANK , TEYNAMPET Branch, Chennai ii. Account No. 0416214000030 iii. IFSC code : CNRB0000416
11	<i>Bidders barred from bidding of this tender</i>	Single or JV under suspension, debarred, black-listed , by GOI, GOTN, PSUs, Metro rail corporations, CMRL or whose contracts were terminated as on date of submission of bid are ineligible to apply for this tender
12	<i>Performance Security</i>	Performance security will be 10% of the value of the contract /P.O.

With regards,

**S.Satheeshprabhu,**  
**AGM(RSO)**  
**For & on behalf of CMRL**



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

NIT No. CMRL/OPN/RC/Procurement/010/2022-23/01

Date: 19.05.2022

**Sub: Invitation of e-tender for “Tender For Rate Contract for “Supply of Contactless Smart Card with / without advertisement for CMRL for the year - 2022”**

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 **“Tender For Rate Contract For “Supply of Contactless Smart Card” Under two bid system ”** having following details:-

Sl. No.	Name of the Item	Qty.	Specifications.
1	Contact less smart card - NXP / MIFARE DESFire EV1 – 4Kbytes	4,00,000 Nos.	Detailed technical specifications and compliance sheets are attached in <u><b>Annexure –A</b></u>

**1. Instructions to the Bidders:**

- i. **CPP portal:** The procurements of goods and services of CMRL will be done through e-procurement. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.
- ii. **Eligibility to participate in tender:**
  - Tenders are open to all eligible bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.
  - The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under **“Individual”** category and if the bidder is a proprietorship firm/partnership firm/Joint venture/company/consortium then registration should be under **“Corporate”** category.
  - The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.
- iii. **Enrolment:** To participate in e-procurement all vendors must enroll themselves with the CPP Portal. The procedure mentioned below is to be followed:

- Ø Go to "<http://eprocure.gov.in/eprocure/app>" web site.
  - Ø Click on "Click **here to enroll**". It will take you to 'online enrolment' screen.
  - Ø Against **User type**, select either 'individual' or 'corporate'.
  - Ø Please specify your **log in ID**, indicated in the application while applying for DSC
  - Ø Please create your own **password**. Before creating, please refer to '**Password Policy**' that appears on the right side of the screen. Password should be in accordance with that policy.
  - Ø **Confirm the password** once again.
  - Ø Click on "**Next**"
  - Ø You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind **to fill all mandatory fields which are marked with an asterisk (\*)**.
  - Ø After entering the fields, click on "**Submit**".
  - Ø You will get a message that Log in ID registered successfully, that completes your entry.
- iii. **Registration:** Tenders are open to the eligible bidders, In order to submit the Bid, the 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 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 '**Item Rate**' **BOQ format** the bidder should quote for all the tendered items. Where, any row or column is not applicable, the bidder has to indicate '0' against this. The system will generate a comparative statement. Therefore, all costs are to be indicated in the BOQ format. Order will be finalized on technically cleared, L-1 offer. Lower bidder may be chosen from the item rates quoted inclusive of tax. The bidder may modify and resubmit the bid on-line, if he wishes before the bid submission date and time. The system will

accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids. **The tenderer should not rename the BOQ file 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 **365 (THRE HUNDRED SIXTY FIVE) 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
- 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 TWO 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 **365 days** from the date of the tender opening. In exceptional circumstances, CMRL may request for extending the period of validity for a specified additional period. CMRL request and tenderer response shall be made in writing / email.

**viii. FRAUDULENT PRACTICES**

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

**ix. COST OF TENDERING**

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

**x. CONTENT OF TENDER DOCUMENTS**

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

**xi. CURRENCIES AND PAYMENTS**

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

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

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

**Xiii. OPENING THE “BOQ (PRICE BID)”**

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

**xiv. CLARIFICATION ON THE “BOQ”( PRICE BID)**

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

**xv. CMRL’S RIGHT TO ACCEPT OR TO REJECT TENDER**

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

**xvi. COUNTER OFFER**

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

**xvii. AWARD CRITERIA**

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

**xviii. NOTIFICATION OF AWARD:**

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

**xix. DISCRETION TO ALLOCATE WORK:**

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

## **2. Bid security (EMD - Earnest Money Deposit):**

- i. The EMD shall be made payable without any condition to the CMRL. An amount of **Rs.3,00,000/- (Rupees – Three lakhs 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 be 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.

### **3. 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 awarded to the contract.

ii. **Performance Security will be 10 % of the value of the contract.** Performance Security may be furnished in the form of an account payee demand draft payable in Chennai from Public Sector bank, bearing **“Chennai Metro Rail Limited”** name or irrevocable bank guarantee deemed in a prescribed form

iii. *With in 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the bidding documents.*

iv. **Performance Security should remain valid for a period of 06 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.

*Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.*

### **4. Bid Price:**

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

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



## **5.General Terms and conditions**

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

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

13	<p><b><u>LANGUAGE :</u></b></p> <p>The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.</p>
14	<p><b><u>FORCE MAJEURE</u></b></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 (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.</p>
15	<p><b><u>CONTRACTOR'S OBLIGATION TOWARDS TAX LAWS</u></b></p> <p>a. The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep CMRL fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.</p> <p>a. The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.</p> <p>b. In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser. India.</p> <p>In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser</p>
16	<p><b><u>RESOLUTION OF DISPUTES &amp; ARBITRATION:</u></b></p> <p>In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMRL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation (Amendment) Act 2015. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.</p>

17	<p><b><u>CORRUPT PRACTICES:</u></b></p> <p>The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of <b>clause 12</b></p>
18	<p><b><u>LAWS GOVERNING THE CONTRACT:</u></b></p> <p>This contract shall be governed by the Laws of India for the time being in force irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.</p> <p>The court of jurisdiction is Chennai. The English language shall be the official language for all purposes</p> <p>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.</p>
19	<p><b><u>AMENDMENTS</u></b></p> <p>Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.</p>
20	<p><b><u>AGENCY</u></b></p> <p>The Agency has to fill in the vendor detail form enclosed with this Tender Document as <b><u>Annexure-B</u></b> and same shall be forwarded along with quotation</p>

## **6.Special terms and Conditions of the Contract**

1.	The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In the event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract
2.	<p><b><u>SAMPLE SUBMISSION:</u></b></p> <p>a. Successful bidder shall submit the sample at free of cost on receipt of LOA.</p> <p>b. The sample submitted will be evaluated, tested &amp; approved by AFC dept .of CMRL.</p>
3.	<p><b><u>WARRANTY &amp; GUARANTEE:</u></b></p> <p>Three (03) years warranty / Guarantee (<i><u>applicable from the date of Acceptance of the items by CMRL</u></i>) should be given in the form of certificate indicating the warranty period along with the terms &amp; conditions for the Warranty / Guarantee. Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the CMRL premises without costs to the CMRL</p>
4.	<p><b><u>SUPPLY OF ITEMS:</u></b></p> <p>The number of items to be supplied is indicative only and the same may be varied during the period of bid validity period. The number of items may increase or decrease during the bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL</p>
5.	<p><b><u>PENALTY:</u></b></p> <p>a. Penalty will be levied to the successful bidder, in case of delay from the bidder side.</p> <p>b. Any delay due to administrative reasons of CMRL, the successful bidder will not be penalized and the same has to be supported by the authorized representative of CMRL on valid grounds with documentary evidence for delays.</p> <p>c. In case of delay on the side of successful bidder, following penalty will be levied: The applicable rate is 1% per week and the maximum deduction is 10% of the Purchase Order Value. As soon as maximum penalty charges reached, CMRL will initiate action for termination of the contract and seizure of Performance Security.</p>
6	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.

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## **7. Eligibility Criteria to Qualify in the Techno-commercial Bid Process**

Sl. No.	Criteria	Documents to be submitted
1.	Bidder should have at-least five years experience in design, manufacture and supply of contactless smart card	Purchase Order & satisfactory performance certificate as per Annexure –C from previous customers.
2.	<b>Average annual financial turnover</b> during last 3 financial years should be 30% of estimated cost, i.e. <b>Rs.1.35 Crores</b> (Rupees – One Crores thirty five lakhs Only).	Certified audited Balance Sheet for the year 2018 - 2019 2019 – 2020 2020 - 2021
3.	<p><b><u>Work Experience:-</u></b> During last 5 years ending last day of month previous to the one in which applications are invited, the bidder should have any one of the following experiences:-</p> <p>a. The bidders should have successfully completed <b>three similar works</b> costing not less than the amount equal to 40% of estimated cost, i.e. <b>Rs. 1.8 Crore (Rupees One Crore eighty lakhs only). OR</b></p> <p>b. <b>Two similar completed works</b> costing not less than the amount equal to 50% of estimated cost, i.e. <b>Rs.2.25 (Rupees Two Crore twenty five lakhs Only). OR</b></p> <p>c. <b>One similar completed works</b> costing not less than the amount equal to 80% of estimated cost, i.e. <b>Rs.3.6 Crores (Rupees three crore sixty lakhs only).</b></p>	<p>Purchase Order &amp; satisfactory performance certificate</p> <p>The details to be mentioned in certificate are.</p> <ol style="list-style-type: none"> <li>1. Name of the organization to whom supplied,</li> <li>2. Contact name &amp; mobile No.,</li> <li>3. Scope undertaken,</li> <li>4. Tot. Qty. supplied, ISO standards for the cards etc.</li> </ol>
4.	<p><b><u>Similar work:</u></b></p> <p>Similar work is “Design, Manufacture and Supply of chip based Contactless Smart Card”.</p>	

**Note:-**

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

\*\*\*\*\*

## **8.Scope of work**

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

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## 9. Evaluation of Quotation:

- (a) The quotations would be evaluated and compared based on the substantial responsiveness to the technical specifications and commercial conditions set out in bidding documents and which are properly signed confirming the terms and conditions.
- (b) **The tender will be evaluated on total bid price quoted in price schedule.**
- (c) The price bid of eligible firms will be opened and work order would be considered on the lowest bidder subject to their capacity and performance.
- (d) CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to CMRL to alter the conditions of the tender schedule in appropriate cases in the interest of CMRL. No representations will be entertained in the matter of selection of the L1.

## 10. Acceptance of terms & conditions:

Bidders are requested to submit the signed copy of this tender document along with quotation as acceptance of all terms & conditions.

## 11. Quotation submission:

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

S.no.	Particular	Schedule of tender opening	
		Date	Time
1.	Last date for submission of bid document	18.06.2022	18:00 hrs.
2.	Opening of Technical Bid document	20.06.2022	11:30 hrs.

- a. If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other documents will not be given any consideration.
- b. In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-à-vis contracted rates, which may have to be incurred by CMRL on procurement 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 – [lakshmi.p@cmrl.in](mailto:lakshmi.p@cmrl.in)  
Contact- [9445868299](tel:9445868299).



**12. 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.chennaietrorail.org](http://www.chennaietrorail.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.

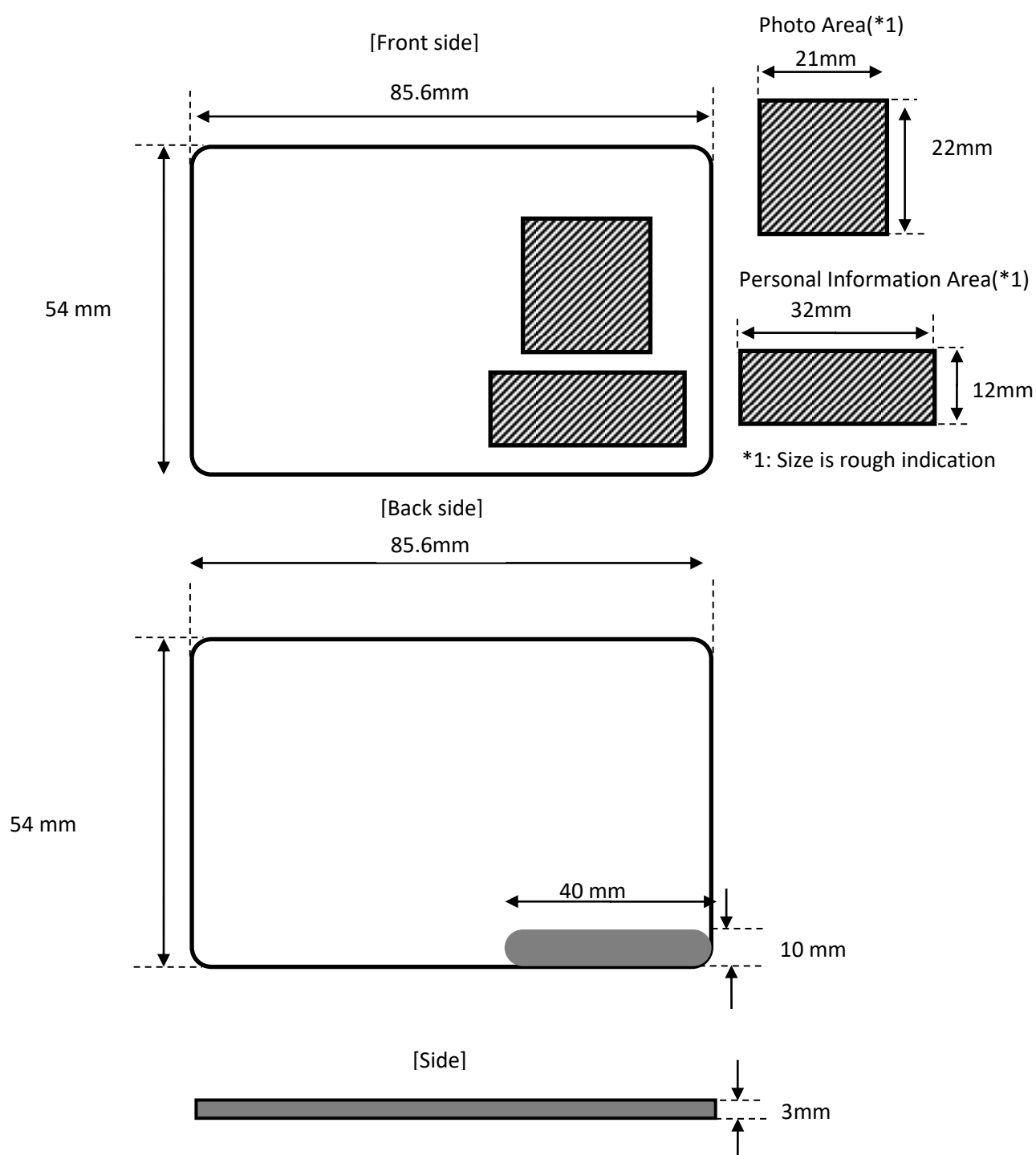
**Annexure - A**

**Contactless smart card – Technical Specification**

**1. Design**

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

**Figure 1-1 CSC Design**



## 2. General Specification - CSC General Specification

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

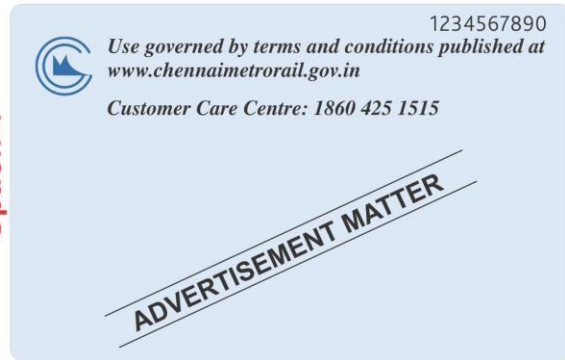
## 3. Chip - Chip for CSC is as follows.

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

#### 4 Ticket Media Surface Design



Option-1



Option-2



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

#### 5. Soft Copy:-

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

**Annexure – B**

**Vendor Information Form**

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

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

**ANNEXURE – C**

**Performance Statement (for a period of last 5 years)**

Tender No. \_\_\_\_\_

Date of opening \_\_\_\_\_

Time \_\_\_\_\_ Hours

Name of Firm \_\_\_\_\_

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

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

**Signature & Stamp of the Bidder**

**Date:**

**Seal & Sign of the bidder**

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

Ref \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Chennai Metro Rail Limited (hereinafter called the “the Licensee”) of the other part.
2. Whereas Chennai Metro Rail Limited, has awarded the contract for \_\_\_\_\_ (Name of work) (hereinafter called the contract) \_\_\_\_\_ (hereinafter called the Contractor). (Name of the Contractor)
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Licensee a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full Name of Bank), hereby declare that the said Bank will guarantee the Licensee the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Licensee, the Bank is engaged to pay the Licensee, any amount up to and inclusive of the aforementioned full amount upon written order from the Licensee to indemnify the Licensee for any liability of damage resulting from any defects or shortcomings of the

Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected.

The Bank will deliver the money required by the Licensee immediately on demand without delay and demur any without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Licensee any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till \_\_\_\_\_(The initial period for which this Guarantee will be valid for 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations as stated in Tender Document)
7. At any time during the period in which this Guarantee is still valid, if the Licensee agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Licensee and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Licensee in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Licensee for the payment hereof shall in no way relieve the bank of their liability under this deed.



10. The expressions “the Licensee”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

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

In witness whereof I/We of the Bank have signed and sealed this guarantee on the .....day of .....(Month).....(Year) being herewith duly authorized.

For and on behalf of

The \_\_\_\_\_ Bank.

Signature of Authorized Bank official:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, sealed and delivered

For and on behalf of the

Bank by the above

Named \_\_\_\_\_ in the presence of:

**Witness 1.**

Signature .....  
Name.....  
Address.....

**Witness 2.**

Signature.....  
Name.....  
Address.....

**AGREEMENT**

**Between CMRL And THE  
LICENSEE**

**Date:** \_\_\_\_\_

**AGREEMENT**

This Agreement (the "Agreement"), is executed at Chennai on this  
day of \_\_\_\_\_ 20\_\_\_\_\_, BETWEEN

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

AND

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

WHERE AS:

***CMRL has called for supply of Contactless smart card***

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

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

**Seal & Sign of the bidder**

## **ARTICLE 1 - SCOPE OF THE ARRANGEMENT**

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

## **ARTICLE 2 -TENURE OF THE AGREEMENT**

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

2.2 Prices quoted will remain same for two years.

### **3.1 Recovery of outstanding dues:**

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

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

## **ARTICLE 4 - PERFORMANCE SECURITY DEPOSIT**

4.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to CMRL (in the manner and form acceptable to CMRL) a Performance Security Deposit for an amount equal to **10% (ten percent)** of the Total bid amount for the entire duration of the License, 15 (fifteen) days prior to the Commencement of License. **Bank Guarantee payable at designated bank branch located in Chennai.**

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

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

## **ARTICLE 5 - RIGHTS AND OBLIGATION OF THE LICENSEE**

### **5.1 General**

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

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

### **5.3 Compliance of Instructions**

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

## **ARTICLE 6 -PERFORMANCE LEVEL GUARANTEE COMPLIANCE**

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

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

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

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

## **ARTICLE 7–CONFIDENTIALITY**

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

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

## **ARTICLE 8 - EVENTS OF DEFAULT/MATERIAL BREACH**

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

- (a) If the Licensee fails to start supply as per schedule from the Commencement Date as defined in Article 2.1 of the Agreement.
- (b) If the Licensee fails to provide satisfactory services as under the License; or
- (c) If the Licensee fails to adhere to the Performance Levels as determined by CMRL at any time during the term of this Agreement; or
- (d) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the CMRL.

## **ARTICLE 9- TERMINATION**

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

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

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

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

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

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

## **ARTICLE 10 - LAWS GOVERNING THE CONTRACT**

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

10.2. Jurisdiction of Courts:- 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.

#### **ARTICLE 11- DISPUTE RESOLUTION & ARBITRATION**

##### **11.1. Dispute Resolution:**

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

##### **11.2. Adjudication:**

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

##### **11.3 Arbitration:**

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

- a. **In case the value of the disputed claim and counter claim is Rs.5 crore or less:**  
The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole-Member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by the Licensee, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with

Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

- b. If the party seeking Arbitration is the Contractor, such proposal shall be addressed to the Licensee and the Licensee shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by the Licensee, referred in clause 3.1 above, to the Contractor. The Contractor shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from the Licensee. If the party seeking Arbitration is the Licensee, it shall forward such proposal to the Contractor along with the nomination of an Arbitrator from the List referred to in clause 3.1 above.
- c. If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said List on behalf of the party failing to nominate.
- d. **In case the value of the disputed claim and counter claim is more than Rs.5 crore:** The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either Party may propose to the other Party for referring the dispute to Arbitration. If the proposal is initiated by the Contractor, such proposal shall be addressed to the Licensee and the Licensee shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by the Licensee, referred to in clause 3.1 above, to the Contractor. The Contractor shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from the Licensee. The Licensee shall nominate its Arbitrator from the said list within 15 days thereafter.
- e. If the proposal for referring the dispute to Arbitration is made by the Licensee to the Contractor, it shall forward such proposal to the Contractor along with the nomination of its Arbitrator from the said List. The Contractor shall, within fifteen days of receipt of the List from the Licensee, nominate its arbitrator from the List.
- f. If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said List, on behalf of the party failing to nominate.
- g. The two arbitrators nominated by the Contractor and the Licensee as above, shall appoint the Presiding Arbitrator from the List referred in clause 3.1 above, by mutual

consultation among themselves, within 15 days of the appointment of the second Arbitrator.

- h.** If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.

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

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

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

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

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

**11.9 Suspension of Work On Account Of Arbitration**

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

**ARTICLE 12 -MISCELLANEOUS**

**12.1 Interpretation**

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Bid and the response of the Licensee to the Bid. In the event of



any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:-

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

#### **12.2 Relation between the Parties**

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

#### **12.3 Survival**

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

#### **12.4 Jurisdiction**

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

#### **12.5 Amendments**

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

#### **12.6 Waiver**

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

#### **12.7 Assignment**

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

#### **12.8 Notice**

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

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

#### **12.9 Force Majeure**

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the CMRL with reasonable evidence thereof. In such event of force majeure, either party will not enforce the conditions of the License. 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.