



## CHENNAI METRO RAIL LIMITED

### NOTICE INVITING E-TENDER

NIT No: CMRL /OPN/RC/ Procurement /010/2022-23/03

#### 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 Two Stage Two Bid with initial filter (Technical ) & ( Financial) system for the supply of items as detailed below

1	<i>Name of work</i>	<b>Tender No.:</b> CMRL /OPN/RC/ Procurement /010/2022-23/03- Tender for “ <u>Rate Contract For “Supply of Contactless Smart Card”</u> ”
2	<i>Details of Techno-Commercial and Financial bid</i>	<p><b>Techno-Commercial Bid:-</b></p> <p>i. Earnest Money Deposit (By online transaction)</p> <p>ii. Technical specification and compliance sheet (Annexure – A)</p> <p>iii. Annexure I , II &amp; III</p> <p>iv. Vendor Information (Annexure – IV),</p> <p>v. Performance statement (Annexure – VII)</p> <p>iv Certificate for compliance of restrictions in regard to procurement from bidders from countries sharing land borders with India – (Annexure VIII)</p> <p><b>Financial Bid:-</b></p> <p><b>Financial offer (BOQ)</b></p>
3	<i>Bid validity</i>	180 days from the date of opening of Technical Bid.
4	<i>Bid Security Amount (EMD)</i>	₹3,00,000/- (Indian Rupees Three Lakh Only)
5	<i>Tender fee</i>	₹16,000/- (Indian Rupees Sixteen thousand Only)
6	<i>Duration of Contract</i>	2 years
7	<i>Details of NIT/ Bid Document</i>	The Bid documents can be downloaded from the CPP PORTAL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
8	<i>CMRL BANK Account Details</i>	<p>a) Beneficiary name : M/s Chennai Metro Rail Limited</p> <p>b) Beneficiary bank : Canara Bank, Teynampet Branch, Chennai-600 018</p> <p>c) Current Account No: 0416214000030</p> <p>d) IFSC Code : CNRB0000416</p>
9	<i>Tender Inviting Authority and Contact Deals</i>	<p>Additional General Manager (RSO), Chennai Metro Rail Limited, 1<sup>st</sup> floor, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai - 600 107 Tel No.044-2379 2000, Fax No.044-2379 2200, Email id: <a href="mailto:lakshmi.p@cmrl.in">lakshmi.p@cmrl.in</a></p>
10	<i>Last Date and Time of submission/uploading of Bid</i>	18.07.2022 up to 15:00 Hrs
11	<i>Date and Time of opening of Bid (Technical &amp; financial Bid)- ONLINE</i>	19.07.2022 at 15:00 hrs
12	<i>Bidders barred from bidding for this work</i>	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.
13	<i>Website from which any additional information can be obtained</i>	<p>1) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>2) <a href="http://www.chennaiemtrorail.org">www.chennaiemtrorail.org</a></p>

**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**



# **CHENNAI METRO RAIL LIMITED**

**TENDER No. CMRL/OPN/RC/Procurement /010/2022-23/03**

**TENDER DOCUMENTS FOR RATE CONTRACT FOR  
“ SUPPLY OF CONTACTLESS SMART CARD WITH/  
WITHOUT ADVERTISEMENT**

**JUNE 2022**

## **Chennai Metro Rail Limited**

(A JV of Govt. of India and Govt. of Tamil Nadu)  
CMRL Depot, Admin Building, Poonamallee High Road,  
(Adjacent to Koyambedu Metro Station), Koyambedu,  
Chennai – 600107. TamilNadu.

## INDEX

Sr. No.	Description
1	Section-I- Instructions to Tenderers
2	Section-II- General Conditions of Contract
3	Section-III- Employer's requirement
4	Section-IV- Special Conditions of Contract
5	Section-V- Annexures
6	Annexure-I Checklist
7	Annexure-II Un-conditional Acceptance Letter
8	Annexure-III Power of attorney for signing of bid
9	Annexure-IV Vendor Information Form
10	Annexure-V Proforma of Performance Security bank guarantee
11	Annexure-VI Certification of non-engagement of middlemen or agent



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## **SECTION- I**

### **Instructions to Tenderers**

1.	<b>Central Public Procurement (CPP) portal:</b> The procurement of goods and services for CMRL will be done through e-procurement <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement
2.	<b>CMRL</b> , Chennai Metro Rail and Chennai Metro wherever used means “Chennai Metro Rail Limited, ( a Joint Venture of Govt. of India and Govt. of Tamil Nadu) with Corporate Office at Admin Building, CMRL Depot, Poonamallee High Road, ( Adjacent to Koyambedu Metro Station), Koyambedu, Chennai- 600107.
3.	<b>“Contract”</b> means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, General Conditions to Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
4.	<b>Contract Value”:</b> The total value quoted by the tenderer inclusive of all taxes, duties and all other charges.
5.	<b>Contractor’s Understanding”:</b> It is understood and agreed that the Contractor has, by careful examination, satisfied himself on scope of the work.
6.	<b>Currency”:</b> The currency for the purpose of the proposal shall be the Indian Rupee (INR).
7.	<b>EMD”:</b> Earnest Money Deposit and means Tender Security.
8.	<b>“Language of Tender”:</b> The tender prepared by the bidder and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by CMRL to the bidder.
9.	<b>“Notices and Instructions”:</b> Any notice or instructions to be given to the contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the contractor.
10.	<b>“Omissions and Discrepancies”:</b> Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
11.	<b>“Tenderer” or “Bidder”</b> shall mean the person / the firm / co-operative or company who tenders for the works with a view to execute the works on contract with the CMRL and shall include their personal representatives, successors and permitted assigns.
12.	<b>“Tender Documents”</b> means all documents whether containing words, figures or drawings which are, before the delivery of the contractors tender and for the purposes of his tender, issued to him by or on behalf of CMRL or embodied by reference in such delivered documents or specified therein as being available for inspection by the contractor.
13.	Words importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires.
14.	This tender document encompasses the scope of work, eligibility criteria, selection procedure, instructions, terms and conditions and other associated / related document(s) / Annexure(s).
15.	This tender document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this tender document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard. Information provided in this tender document is only to the best of the knowledge of CMRL.
16.	Bidders shall read carefully the contents of this document and to provide the required information. Each page of the tender document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, shall be signed and stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized

	signatory of the bidder for which a valid Power of Attorney shall be enclosed. <b>All documents shall be submitted in English Language.</b>
17.	Each tenderer shall submit only one tender either by himself, or as a partner in a joint venture, or as a consortium. If a tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid.
18.	Bidders should provide all the required techno-commercial and associated information and attach Supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever required.
19.	For any query from the bidder, CMRL reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if CMRL does not respond to any query or does not provide any clarification.
20.	Bidders may clearly note the date and time of submission of tender. Late or delayed tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and techno-commercial evaluation will be carried out only on the basis of submissions received by CMRL by the date / time of the tender submission. However, CMRL may call for any supplementary information, if required.
21.	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked techno-commercial / financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the bidders to verify / ascertain bidder's performance.
22.	Separate techno-commercial and financial bids are required to be submitted through online for the tender.
23.	Bidders shall note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL.
24.	Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future tender(s) of CMRL.
25.	CMRL will display the name of the successful bidder on CMRL's website & on CPP portal for information of all concerned.
26.	Bidders are advised to remain vigilant and monitor the website <a href="http://chennaietrorail.org">http://chennaietrorail.org</a> . & " <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> " for all updates on the tender document such as addendum(s), reply to query, postponement of any schedule etc. No claims or compensation will be entertained on account of the bidder having not read/noticed the updates.
27.	In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by CMRL on procurement of said item by alternative means.
28.	Late/delayed tenders by any means shall not be accepted by CPP portal. Any other means of tender submission will not be accepted by CMRL. It shall be the responsibility of the tenderer to ensure that his tender is submitted on time before the deadline of submission through CPP portal.
29.	<b>Eligibility to participate in tender:</b> i. Tenders are open to all eligible bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.

	<ul style="list-style-type: none"> <li>ii. The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “<b>Individual</b>” category and if the bidder is a proprietorship firm/partnership firm/Joint venture/company/consortium then registration should be under “<b>Corporate</b>” category.</li> <li>iii. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.</li> <li>iv. A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution. Joint Venture participation is not permissible for this tender..</li> <li>v. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified.</li> <li>vi. A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</li> </ul>
30.	<p><b>Enrolment:</b> To participate in e-procurement all vendors must enroll themselves with the CPP portal. The procedure mentioned below is to be followed:</p> <ul style="list-style-type: none"> <li>a. Go to “<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>” web site.</li> <li>b. Click on “<b>Click here to enroll</b>”. It will take you to ‘<b>on line enrolment</b>’ screen.</li> <li>c. Against <b>User type</b>, select either ‘<b>individual</b>’ or ‘<b>corporate</b>’.</li> <li>d. Specify your <b>log in ID</b>, indicated in the application while applying for DSC.</li> <li>e. Create your own <b>password</b>. Before creating, refer to ‘<b>Password Policy</b>’ that appears on the right side of the screen. Password should be in accordance with that policy.</li> <li>f. <b>Confirm the password</b> once again.</li> <li>g. Click on “<b>Next</b>”.</li> <li>h. You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind <b>to fill all mandatory fields which are marked with an asterisk (*)</b>.</li> <li>i. After entering the fields, click on “<b>Submit</b>”.</li> </ul> <p>You will get a message that Log in ID registered successfully, that completes your entry.</p>



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## **SECTION-II**

### **General Conditions of Contract (GCC)**



## General Conditions of the Contract (GCC)

### 1. Tender document:

1.1.	Title of the Tender: TENDER FOR “ SUPPLY OF CONTACTLESS SMART CARD WITH / WITHOUT ADVERTISMENT”
1.2.	General condition(s) and special condition(s) shall be read and understood thoroughly consistent with the tender document.
1.3.	In the event of any ambiguity or conflict among general conditions, special conditions and Employer’s requirement, the order of precedence shall be as follows; <ul style="list-style-type: none"><li>i. Employer’s requirement</li><li>ii. Special conditions of contract</li><li>iii. General conditions of contract</li></ul>

### 2. Detailed instructions on procedure of submission of bid:

1.	The bidder shall submit the bids on line in the system available at the e-procurement portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ). The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further in the system.
2.	The bidder shall fill all mandatory fields indicated by an asterisk (*). All documents indicated to be submitted in ‘cover details’ are to be enclosed without fail. These documents are to be uploaded only in .doc or .pdf or .jpg or .rar formats.
3.	<b>Price Bid:</b> <ul style="list-style-type: none"><li>a. The Price bid containing the Price schedule will be in excel format and the bidder shall quote the rates, taxes &amp; duties etc. for his offered services on this excel file only. Where, any row or column is not applicable, the bidder has to indicate ‘0’ against this and no cells shall be left blank.</li><li>b. Lowest bidder shall be chosen from the <b>Total Cost</b> inclusive of all taxes, duties and other charges quoted by the bidder in Price Schedule.</li><li>c. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time.</li><li>d. The system will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids.</li><li>e. <b>The bidder shall not rename the Price Schedule file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.</b></li><li>f. All bids are to be submitted on-line on the website (<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>).</li></ul>
4.	<b>Withdrawal of bid:</b> The bidder may withdraw already submitted bid before the bid submission date and time.

### 3. Cost of tendering:

3.1	The bidder shall bear all costs associated with the preparation and submission of his tender and CMRL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process. <b>Tender Fee - An amount of ₹16,000/- (Indian Rupees Sixteen thousand Only)</b> is required to be paid online through NEFT/RTGS to CMRL Bank Account, as bid security. The UTR no. is required to be filled in Mandatory Information for eligibility of the bid ( <b>Annexure -I</b> )
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#### 4. EMD - Earnest Money Deposit:

4.1	<p>(i) The EMD shall be made payable without any condition to the CMRL. An amount of <b>₹3,00,000/- (Indian Rupees Three Lakh Only)</b> is required to be paid online through NEFT/RTGS to CMRL Bank Account, as bid security. The UTR no. is required to be filled in Mandatory Information for eligibility of the bid (<b>Annexure -I</b>) and same need to be signed and submitted along with the techno-commercial bid.</p> <p>(ii)<b>Bidder already participated and paid EMD with reference to CMRL/OPN/RC/Procurement/010/2022-23/01 published on 19.05.2022 shall copy the same challan for this tender. And Bidders who do not want to participate this tender shall get refund of their EMD by sending a mail request.</b></p>
4.2	All bidders (including those who possess NSIC, SSIC, etc. certificate holders) shall submit proof of payment for EMD along with the bid documents. Any bid document submitted without the EMD in the approved form shall be summarily rejected. <b>No interest is payable for the EMD amount.</b>
4.3	Bid securities of the unsuccessful bidders will be returned on or before the 30 <sup>th</sup> day after the award of the contract.
4.4	The successful bidder's bid security will be returned after signing of contract by bidder & receipt of performance security.
4.5	The EMD may be forfeited: - a. If the bidder withdraw/modify his tender during the period of tender validity. b. In case of a successful bidder fails to: - i. Furnish the necessary performance security within the prescribed time limit. ii. Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance. iii. Enter into the contract agreement within the time limit.

#### 5. Authorized signatory and address of the contractor:

5.1.	<p>The signatory of the bidder shall attach an authorization certificate <b>Annexure-III</b> mentioning:</p> <p>a. The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor.</p> <p>b. One of the partners in the case of a "Partnership" firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.</p> <p>c. In the absence of such authority all partners shall sign the tender document.</p> <p>d. A director or the regional head in case of a limited company or an official of requisite authority in the case of a Government institution, duly authorized by a resolution of the Board of Directors.</p>
5.2.	<b>NOT Applicable.</b>

#### 6. Tender opening & evaluation process:

6.1	All quotations will be evaluated and compared based on the substantial responsiveness to the technical specification and commercial conditions set out in the bidding documents and fully conforming to the terms and conditions.
6.2	The tenderer has to completely fill all the spaces in price schedule in excel format and upload the same as financial bid.

6.3	The techno-commercial bids will be decrypted and opened online, on or after the scheduled dates and time. Till such time, the bids will be only in the encrypted form. After the scheduled time, the bids will be opened by stipulated bid openers with their Digital Signature Certificates (DSC). The technical-bids shall be evaluated based on the
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	information furnished by bidders. If any clarification is required from bidder, CMRL will seek such clarifications.
6.4	After evaluation of technical-bids, only successful bidders who have participated in the tender will be informed regarding the acceptance of their tender. Thereafter, a system generated e-mail confirmation will be sent to the successful bidders communicating the date and time of opening of price-bid.
6.5	The price-bid of the successful bidders (qualified in technical-bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).
6.6	Techno-commercially qualified bids will be evaluated on the “Total Cost” as specified in the price schedule.
6.7	The system will generate a comparative statement. Therefore, all costs are to be indicated in the price schedule format. The successful bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
6.8	<b>The LOA will be issued to the lowest techno-commercially qualified bidder</b> subject to fulfilling other requirements specified in this tender document.
6.9	No representations will be entertained in the matter of selection of the L1 bidder.
6.10	CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. CMRL reserves the right to alter the conditions of the tender schedule in appropriate cases, in the interest of CMRL.
6.11	CMRL reserves the right not to return back or disclose any documents that are submitted along with this tender.
6.12	If the submitted documents do not meet the tender requirements as per <b>Annexure I</b> , then the financial bid of the said bidder will not be considered for opening.

## 7. Eligibility and Qualification Criteria

Sl. No.	Criteria	Documents to be submitted
7.1	<b>Bidder should have at-least five years experience in design, manufacture and supply of contactless smart card</b>	Purchase Order & satisfactory performance certificate as per <b>Annexure - VII</b> from previous customers.

7.2	<p><b>FINANCIAL CAPABILITIES</b></p> <p>(i) Average annual financial turnover during <b>last 3 financial years shall be minimum Rs.90 Lakhs</b> (Rupees Ninety lakhs Only)</p> <p>(ii) Net worth should be positive during last 3 financial years.</p> <p><i>Note: All the documents or certifications, which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to</i></p> <p><i>ICAI on its website which can be verified online on <a href="https://udin.icai.org/search-udin">https://udin.icai.org/search-udin</a></i></p>	Profit and loss statements Audited Balance sheets (for last 3 years)
7.3	<p><b>Work Experience:-</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. 1.20 Crore (Rupees One Crore twenty 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.1.5 (Rupees One Crore fifty 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.2.4 Crores (Rupees two crore 40 lakhs only).</b></p>	Purchase Order & satisfactory performance certificate The details to be mentioned in certificate are. 1. Name of the organization to whom supplied, 2. Contact name & mobile No., 3. Scope undertaken, 4. Tot. Qty. supplied, ISO standards for the cards etc.
7.4	<p><b>Similar work:</b> Similar work is “Design, Manufacture and Supply of chip based Contactless Smart Card”.</p>	
7.5	<p><b>Legal Status of the Bidder (Who can apply):-</b> a. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.</p>	
7.6	<p>a. National Bidder should comply the requirements mentioned in the order with reference to tender for supply of Contactless smart card to CMRL under Rate contract as mentioned in Order F.No. 6/18/2019-PPD, dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division bearing subject “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017”.</p> <p>b. Certificate for compliance of restrictions in regard to procurement from bidders from countries sharing land borders with India” shall be enclosed - <b>Annexure VIII</b></p>	
<p>Note:-</p> <p>i. A performance statement as mentioned in <b>Annexure-VII</b>, 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.</p> <p>ii. The bidders who do not comply as per the eligibility criteria stipulated above will be rejected.</p>		

## 8. Fraud and corrupt practices:

8.1	The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the subsistence of the contract agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the contract agreement, CMRL may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
8.2	In such an event, CMRL shall a. Forfeit and appropriate the Bid Security and/or Performance Security, as determined by CMRL, without prejudice to any other right or remedy that may be available to CMRL hereunder or otherwise. b. Debar the bidder to participate in any bid issued by CMRL for a period of <b>5 (five) years</b> from the date of occurrence of such event.
8.3	For the purposes of this Clause 8.1 the following terms shall have the meaning hereinafter respectively assigned to them:

	<p>a. <b>“Corrupt practice”</b> means</p> <ul style="list-style-type: none"> <li>i. the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CMRL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract agreement or arising thereof, before or after the execution thereof, any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CMRL, shall be deemed to constitute influencing the actions of a person connected with the bidding process) ; or</li> <li>i. engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract agreement, as the case may be, any person in respect of any matter relating to the award of contract or the LOA or the contract agreement, who at any time has been or is a legal, financial or Techno-Commercial adviser of CMRL in relation to any matter concerning the award of contract.</li> </ul>
	<p>b. <b>“Fraudulent practice”</b> means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.</p>
	<p>c. <b>“Coercive practice”</b> means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.</p>
	<p>d. <b>“undesirable practice”</b> means</p> <ul style="list-style-type: none"> <li>i. establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process ; or</li> <li>ii. having a conflict of interest ; and</li> </ul>
	<p>e. <b>“Restrictive practice”</b> means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.</p>

## 9. Default:

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

## 10. Tender requirements:

For the purpose of selection of contractor, the tender document is divided into two parts viz. the Techno-Commercial Bid and the Financial Bid. The requirements for Techno-Commercial Bid are as under: -	
10.1	The bidder shall enclose a copy of the tender document duly signed and stamped. All other associated / required documents to be duly numbered signed and stamped.
10.2	Power of attorney in the name of authorized signatory, in case the documents are signed by the authorized signatory of the bidder.
10.3	Each bidder shall be required to confirm and declare (in <b>Annexure-VI</b> ) with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or works related to the award and performance of the contract.
10.4	The bidder shall be required to enclose self-attested documents, as in <b>Annexure-I</b> along with the Techno-Commercial Bid.

10.5	The bidder shall submit the check list-initial filter criteria ( <b>Annexure-I</b> ) duly filled in, on the letter head of its company .Bidder has to first qualify the initial filter criteria in order to be eligible for evaluation of their techno-commercial bid.
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### 11. Tender clarification process: queries from bidders:

11.1	If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the tender document, he may seek clarifications in the form of query, in writing, from the Manager ( <b>Revenue</b> ), as per schedule given in the Notice Inviting Tender. Reply to query, if any given by CMRL, shall form part of the tender document.
11.2	All queries related to this tender shall be submitted <b>on or before 11.7.2022 by email</b> . No queries will be entertained after the said period.
11.3	Except for written clarifications (Reply to query(s)) from the <b>Manager (Revenue)</b> , which is expressly stated to be an addendum/corrigendum to the tender document issued by CMRL, no written or verbal communication/ presentation/explanation by any other employee of CMRL shall be taken to bind or fetter CMRL under the tender/contract.

### 12. Tender validity:

12.1	The tender shall remain valid and open for acceptance for a period of <b>180 days</b> from the date of opening of technical bid. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response there to shall be made in writing or by telefax. Bidders may refuse the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly.
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### 13. Tender prices:

13.1	The contract shall be for the whole work described in scope of work. The bidder is required to quote his rates taking into account all the terms and conditions of the tender.
13.2	The prices shall be quoted in Indian Rupee (INR).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.
13.3	The bidder shall quote his rates inclusive of all taxes, duties, royalties, logistics, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, cost incurred for obtaining various licenses as per statutory requirements,etc.
13.4	GST as applicable will be reimbursed by CMRL based on submission of proof in original by the contractor.
13.5	Conditional bids will be summarily rejected.

### 14. Other tender guidelines:

14.1	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
14.2	All tenders, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
14.3	The tender is not transferable under any circumstances.



14.4	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
14.5	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
14.6	Tenders with revised / modified rates / offer after opening of the tender shall be summarily rejected. In such a case, CMRL may forfeit the Earnest Money Deposit submitted with the tender.
14.7	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
14.8	Bidders are advised to submit only one tender either by themselves. If a bidder, submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.

### 15. Award of tender:

15.1	<p>CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ol style="list-style-type: none"> <li>i. Suspend and / or cancel the bidding process and / or amend and / or supplement the bidding process or modify the dates or other terms and conditions relating thereto.</li> <li>ii. Consult with any bidder in order to receive clarification or further information.</li> <li>iii. retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any bidder; and / or</li> <li>iv. Independently verify, disqualify, reject and / or accept any or all submissions or other information and / or evidence submitted by or on behalf of any bidder.</li> </ol>
15.2	It shall be deemed that by submitting the bid, the bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the bidding documents, pursuant hereto, and / or in connection with the bidding process, to the full extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
15.3	The disclaimer as stated in this document shall be deemed to be the part of this document.
15.4	The selected bidder shall have to execute a contract agreement with CMRL.
15.5	CMRL will award the contract to bidder whose bid has been determined to be substantially responsive, techno-commercially and financially suitable, complete and in accordance with the tender document.
15.6	<p>Responsive bid is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations, exceptions, objections, conditionality or reservation</p> <ol style="list-style-type: none"> <li>a. one that limits in any substantial way the scope, quality, or performance of the product/material/service.</li> <li>b. that limits, in any substantial way that is inconsistent with the tender documents, CMRL rights or the successful bidders' obligations under the contract; and</li> <li>c. one that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids. If a bid is not substantially responsive, it will be rejected by CMRL and may not subsequently be made responsive by the bidder by correction of the nonconformity.</li> </ol>
15.7	CMRL's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

15.8	In case, two or more techno-commercially qualified bidders quote the same amounts in the financial bid/commercial bid which is the <b>Lowest (L1)</b> , then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
15.9	Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his tender has been accepted.

### 16. Letter of Acceptance (LOA):

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

### 17. Cancellation of Letter of Acceptance:

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

### 18. Performance security:

18.1	To ensure due performance of the contract, performance security is to be given from any Scheduled Bank in India by the successful bidder who is awarded the contract.
18.2	<b>Performance security will be 3% of the contract value.</b> Performance security may be furnished in the form of an account payee demand draft payable in Chennai from any Scheduled Bank in India, in favour of "Chennai Metro Rail Limited" or irrevocable bank guarantee in a prescribed format.
18.3	Within <b>21 days</b> from the issue of LOA by CMRL, the successful bidder shall furnish the performance security in accordance with the conditions of contract as per the prescribed format ( <b>Annexure -V</b> ).
18.4	Performance security shall remain valid for a period of <b>06 months</b> beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be paid for the performance security during the validity period.

18.5	The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the contractor's failure to complete his obligations under the contract.
18.6	Failure of the successful bidder to submit the required performance security shall constitute sufficient grounds for the annulment of the award of the tender and forfeiture of the EMD.

**19. Not Used.**

**20. Confidentiality:**

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

**21. Payment:**

21.1	All the claims shall be approved by the competent person of CMRL. The payment will be effected within 30 days of submission of claim after due deductions of all statutory payments, taxes, penalties and other applicable deductions. Mobilization advance shall not be paid to the contractor. Tax deduction at source shall be made by CMRL as per the provisions of the Statutes/acts of statutory bodies/local authorities etc., except when the contractor prior to release of payment submits valid and complete documents for tax exemption.
21.2	The bills shall be paid only if it is certified by a competent official of CMRL regarding satisfactory acceptance of the item.
21.3	It is mandatory to maintain all statutory documents at any point of time and the documents and records shall be made available for inspection by CMRL officials or by any other official authorized by CMRL, at any point of time.
21.4	The payment for the billed work will be released only through NEFT/RTGS and the contractor has to provide the bank account details for the same.

**22. Dispute resolution:**

22.1	In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this agreement between the parties ("Disputers"), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.
22.2	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 Amendment Act 2015. The dispute shall be referred to: <ul style="list-style-type: none"> <li>i. Arbitration by a Sole Arbitrator and he shall be appointed by the Functional Director of CMRL. The CMRL Officer/Individual to be appointed as arbitrator however will not be</li> </ul>

	<p>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.</p> <p>ii. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.</p> <p>iii. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.</p> <p>iv. The venue of the arbitration shall be in Chennai.</p> <p>v. In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p>
22.3	The award passed shall be final and binding and both parties waive the right to appeal or contest the arbitral award.
22.4	It is further clarified that during the resolution of the disputes, the contractor shall be obligated for the continued performance of its obligations under the Agreement.

### 23. Force Majeure:

23.1	<p>If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, epidemic. etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.</p>
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# **CHENNAI METRO RAIL LIMITED**

**TENDER No. CMRL/OPN/RC/Procurement /010/2022-23/03**

**TENDER DOCUMENTS FOR RATE CONTRACT FOR  
“ SUPPLY OF CONTACTLESS SMART CARD WITH/  
WITHOUT ADVERTISMENT**

## **SECTION-III**

### **Employer's Requirements**

## Employer's Requirements

### 1. Introduction

- 1.1 Currently Chennai Metro Rail Limited is currently operating with 41 stations with average ridership of 1.80 lakhs per day.
- 1.2 The main objective of the tender is to supply of contactless smart card

### 2. Scope of Work

<b>a</b>	The card will be contactless smart card compliant to type –A Mifare Desfire (4 Kbytes) ( <i>Annexure –A</i> ).
<b>b</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.
<b>c</b>	During warranty period, supplier is responsible to replace the physically ok but not readable cards. The verification shall be done at CMRL premises. The card will be considered physically damaged if: (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).  (ii) Smartcard has visible cut mark or corner is cut. (iii) Smartcard surface is badly worn out and engraved ID is not visible. 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.

- 2.1 Contractor shall manufacture & supply **4,00,000 nos. (Qty. Four lakhs)** of contactless smart card as per the given drawing in Annexure A- and with the compliance to technical requirements.

### 3. Technical Requirements:

- 3.1 Technical specification of contactless smart are given in the **Annexure - A**

### 4. Delivery Schedule:-

#### SCHEDULE OF REQUIREMENT:-

- (i) Approximate requirement for card shall be **4 lakhs  $\pm$  30% i.e. may be reduced or enhanced up to 30% during the period of contract validity period**. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL.
- ii) Rate contract shall be **valid for two years** and same may be extended further one year based on the performance of contractor.

***DELIVERY Schedule :***

**(a) The minimum quantity per batch shall be 50,000 cards  $\pm$  20%**

**(b) Art work for each batch will be approved by CMRL. Sample shall be shared with CMRL for acceptance before supply of card.**

**(b) Delivery to be made at supplier cost to same address mentioned for submission of bid.**

**i. Return of defective stock:**

Defective cards identified while initializing or within warranty period should be replaced by the bidder.

**iii. Warranty :-**

(i) Warranty is for a period of 3 years or 1,00,000 times of writing whichever is earlier.

(ii) An **initial batch of 200 cards** shall be given for acceptance test / operational test within 30days of LOA acceptance. Manufacturing of balance quantity will be started only after acceptance by CMRL.

(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.

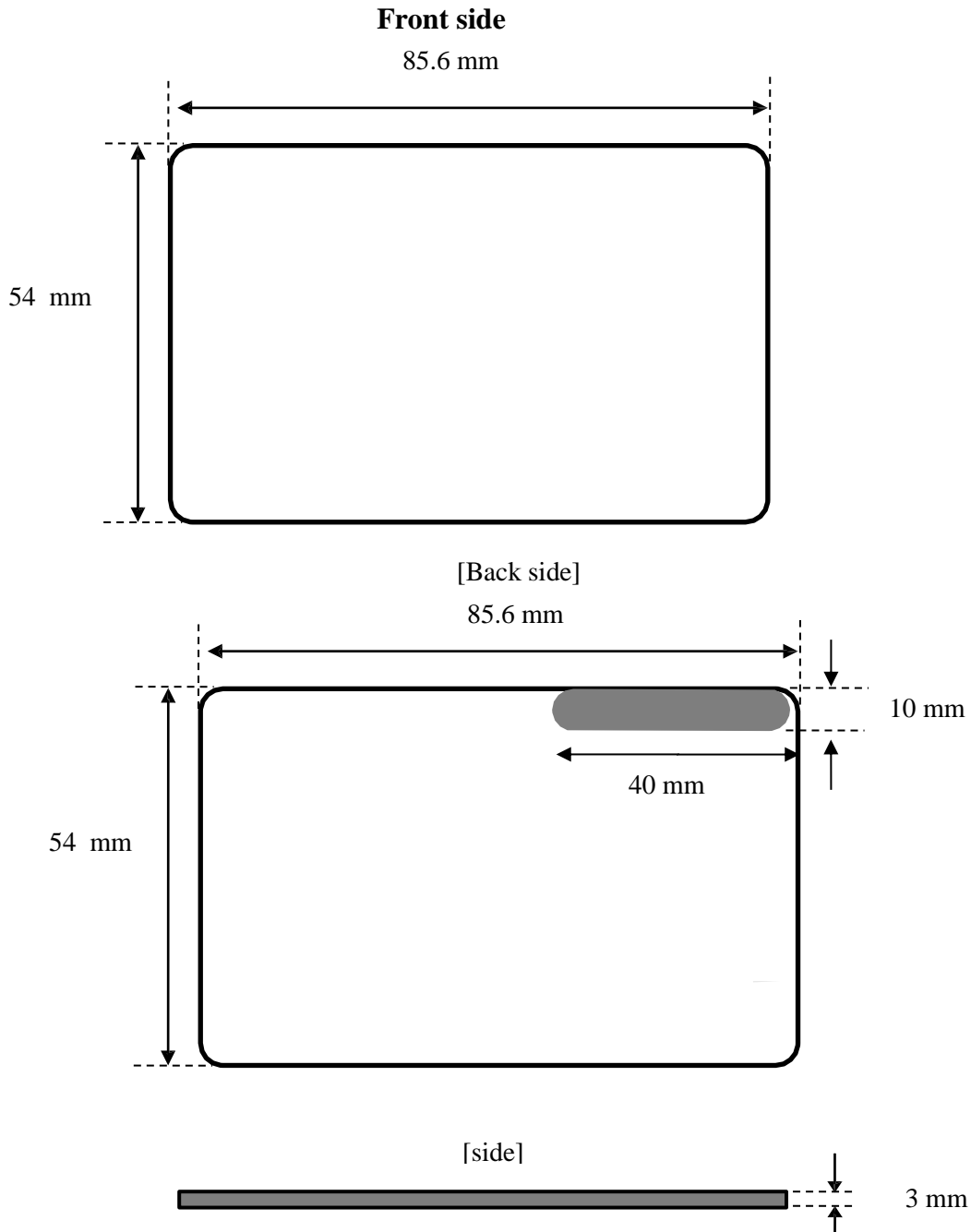
(iv) The items should be delivered to the below mentioned address:

**The Manager (Revenue),  
Chennai Metro Rail Limited,  
Admin Building, CMRL Depot, Poonamallee High road,  
(Opp. To Daniel Thomas School) ,Koyambedu, Chennai – 107**

**5. 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 Figure 1-1. The grey area (Serial number engraving area). of the diagram indicates the areas which the logo mark, etc. cannot be printed on.





## 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	

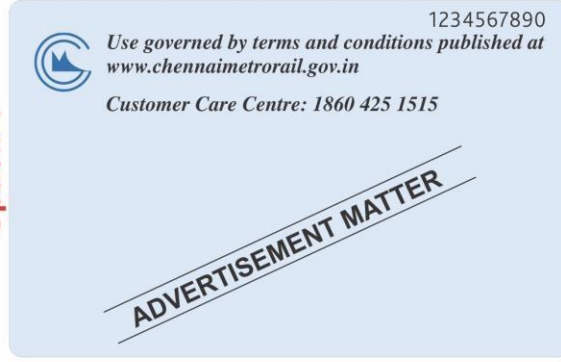
## 3. Chip - Chip for CSC is as follows.

No	Specification	Type-A	Remarks
1	Manufacturer/Model	NXP / MIFARE DESFire EV1/EV2/EV3	
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



# **CHENNAI METRO RAIL LIMITED**

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**TENDER DOCUMENTS FOR RATE CONTRACT FOR  
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WITHOUT ADVERTISEMENT**

## **SECTION-IV**

### **Special Conditions of Contract (SCC)**

## Special Conditions of Contract (SCC)

The following special conditions shall be read in conjunction with General Conditions of Contract and amendments/corrections thereto:

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)	<b>SAMPLE SUBMISSION:</b> a. Successful bidder shall submit the sample at free of cost on receipt of LOA.  b. The sample submitted will be evaluated, tested & approved by AFC dept .of CMRL.
3)	<b>WARRANTY &amp; GUARANTEE:</b> Three (03) years warranty / Guarantee ( <i>applicable from the date of Acceptance of the items by CMRL</i> ) should be given in the form of certificate indicating the warranty period along with the terms & 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
4)	<b>SUPPLY OF ITEMS:</b> 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
5)	<b>PENALTY:</b> a. Penalty will be levied to the successful bidder, in case of delay from the bidder side.  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.  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.
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



# **CHENNAI METRO RAIL LIMITED**

**TENDER No. CMRL/OPN/RC/Procurement /010/2022-23/03**

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## **SECTION-IV**

### **TENDER FORMS & CONTRACT FORMS**

**CHECKLIST –Initial Filter Criteria**

(To be submitted in Envelope-I)

Sl. No.	Qualifying Criteria	Particulars	Enclosure Check Lists
1.	Name and Address of the firm/contractor		
2.	<b>Envelope – 1 shall contain scanned copy of :</b>		
a)	i) Details of online transaction (UTR No.) of cost of <b>tender document</b> for an amount of ₹16,000/-(Indian Rupees Sixteen Thousand Only) ii) <b>EMD details-</b> ₹3,00,000/- (Indian Rupees Three Lakhs only)	Amount :Rs..... UTR No. .... Bank: .....  Amount :Rs..... UTR No. .... Bank: .....	
b)	Permanent Account No. (PAN)	PAN No.....	Copy enclosed: Yes/No
c)	GSTIN Registration No.	Reg. No..... ...	Copy enclosed: Yes/No
d)	Purchase Order with Certificate from clients of having satisfactorily completed towards execution of similar nature of work with in India.	Details of the work(s) as applicable : 1. Client Name: 2. Name of Work: 3. Work Order/Agreement No. & date: 4. Cost: 5. Stipulated date of completion : 6. Actual date of completion: 7. Completion Cost:	Two Purchase order enclosed – Yes/No
e)	Article of Memorandum of Association/ Proprietorship deed or Partnership deed as applicable		Copy enclosed: Yes/No
f)	Duly signed un-conditional acceptance of CMRL Terms & Conditions as per Annexure-II		Copy enclosed: Yes/No

**Declaration**

I (.....) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage is found fake/incorrect, my EMD may be forfeited & action as deemed fit by CMRL can be taken against me.

*Place*

*Date*

*Authorized Signatory of the Bidder/Firm*

**ACCEPTANCE LETTER**

**(TO BE SUBMITTED IN TECHNICAL BID SUBMISSION)**

To,

The

Chennai Metro Rail Limited

**Sub: Acceptance of Terms & Conditions of Tender**

**Name of Work:** “Rate contract for supply of Contactless Smart Card”.

**Tender No.** CMRL/OPN/RC/ Procurement /010/2022-23/03

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by Chennai Metro Rail Limited and I/we hereby certify that I/we have read the entire terms and conditions of the tender document made available to me/us in the office of the CMRL Director, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

2. I/We hereby unconditionally accept the tender conditions of CMRL’s tender document in its entirety for the above works. Any conditions submitted by us stands automatically withdrawn.

3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebates on quoted rates if any) in the Tender enclosed in financial bid and the same has been followed in the present case. In case any provisions of this Tender are found violated after opening financial bid, I/we agree that the tender shall be rejected and CMRL shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

4. That, I/We declare that I/we have not paid and will not pay any bribe to any officer of CMRL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of CMRL ask for bribe/gratification, I will immediately report it to the appropriate authority of CMRL.

**Yours Sincerely,**

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

**Authorized Signatory of the Bidder/Firm**



(To be submitted on the firm's/contractor's letter head)

ANNEXURE –III

**POWER OF ATTORNEY FOR SIGNING OF BID**

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

Know all men by these presents, we \_\_\_\_\_  
\_\_\_\_\_ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), \_\_\_\_\_ son / daughter / wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us / the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful Attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract for “Tender for Supply of Contactless smart card to Chennai Metro Rail Limited” for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all bids and other documents and writings, participate in bidders and other conferences and providing information / responses to Chennai Metro Rail Limited (CMRL), representing us in all matters before Chennai Metro Rail Limited, (CMRL) signing and execution of all contracts including the contract agreement and undertakings consequent to acceptance of our bid and generally dealing with CMRL in all matters in connection with or relating to or arising out of our bid for the award of contract to us and / or till the entering into of the contract Agreement with CMRL.

AND

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

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

For \_\_\_\_\_ (Signature, name, designation and address)

Witnesses:

(Notarized)

- 1.
- 2.

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

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

It is so required; the same should be under common seal affixed in accordance with the required procedure. The bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the bidder along with bid document at the time of executing the agreement.

**Vendor Information Form**

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

Name and address of the company		
Name and designation of the key person		
Contact information	Mobile No.	
	Telephone No.	
	Fax No.	
	Email Id	
<b>Bank details</b>		
Bank Name		
Beneficiary Name		
Bank address		
Bank Acc. No,		
IFSC code		
PAN No.		
Service tax No.		

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

Authorized Signatory of the Contractor/Firm

(To be submitted by the successful bidder after LOA issued by CMRL)

## Performance Bank Guarantee Bond

Managing Director,

Chennai Metro Rail Limited

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

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

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

4. We, \_\_\_\_\_ (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office/Department CMRL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (Supply of item completion period Warranty period ) we shall be discharged from all liability under this guarantee thereafter.

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

the law relating to sureties would, but for this provision, have effect of so relieving us. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) Supplier(s).

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

Date this \_\_\_\_\_ day of \_\_\_\_\_.

For \_\_\_\_\_

(The name of Bank)

Seal of the Bank

Witness 1: Name and address

Witness 2: Name and address

**TO WHOMSOEVER IT MAY CONCERN**

**Ref: Tender Document No:** CMRL/OPN/RC/Procurement /010/2022-23/03

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

**Authorized Signatory of Tenderer**

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

**Seal:** \_\_\_\_\_

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

**Place:** \_\_\_\_\_

**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.)**

**Certificate for compliance of restrictions in regard to procurement from bidders from countries sharing land borders with India**

I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India (Para 10 of Special Conditions of Contract in this tender ) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority.

I hereby certify that I fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the competent authority is attached

-----  
Signature and seal of Tenderer

**Note: In case of (b) above being applicable the Evidence of valid registration by the Competent Authority (as Mentioned in tender) must invariably be attached with the offer failing which the offer will be summarily rejected**