NIT.No: CMRL/SYS/RS/Stores/463/2025 Date: 05/03/2025

Sub: Invitation of quotation for Supply of Diesel for Rolling Stock Depot Machine for 2 years - reg.

Chennai Metro Rail Limited (CMRL) invites quotations for "Supply of Diesel for Rolling Stock Depot Machine for the following are the details:-

1. Quantity:-

Following are the details of tentative quantity of requirement.

Sr.No	Particulars	Details
1	Per year requirement	5700 Liters (Approx) *
2	Per trip requirement	1000 Litres (Approx) **

Note: * The quantity given is indicative. There shall not be any commitment from CMRL for Procurement of the entire indicative quantity.

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

- i The EMD shall be made payable without any condition to the CMRL. An amount of *Rs.10,600/- (Rupees Two Thousand Six Hundred Only)* is required to be paid online through NEFT/RTGS to CMRL Bank Account (provided in NIT), as bid security. The transaction details shall be submitted along with the bid document.
- ii Bidders those who possess Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) holding valid Startup Recognition Certificate are exempted from payment of EMD. In case of bidder falls into these categories the bidder shall furnish certified copy of registration details.
- iii All bidders shall submit proof of payment for EMD along with the bid documents. Any bid document submitted without the proof of payment of EMD / valid exemption certificate shall be summarily rejected. **No interest is payable for the EMD amount**.
- iv Bid securities of the unsuccessful bidders will be returned on or before the 30th day after the award of the contract.
- v EMD of successful bidders will be returned back within 30 days from the date of acceptance of delivered items.
- vi 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: -

^{**} The delivery locations may be one or at multiple locations.

- ➤ Revokes or cancel their tender after submission or vary any terms thereof without the consent of the CMRL.
- ➤ Changes/varies any terms and conditions mentioned in P.O. thereof without the consent of the CMRL.

3. Scope of work:-

- a. Rates prevailing on the date of delivery of HSD will be applicable for the quantity delivered on any particular day.
- b. Bidder has to supply and fill the Diesel to the depot machines at the below mentioned address within 24 hours from the date of intimation of CMRL.

Chennai Metro Rail Limited, Koyambedu Depot, Administrative Building, Poonamallee High Road, Koyambedu, Chennai 600 107. Email:- vidyaprakash.s@cmrl.in . rsprocure@cmrl.in.

- c. The diesel shall be filled with the valid calibrated Diesel filling machine.
- d. Auto generated bill shall be submitted immediately after Diesel filling.
- e. The bidder shall have necessary licenses which shall be valid during the contract period such as Explosive License, Legal metrology certificate, Tank calibration certificate etc..

4. Contract Validity:-

- a. The contract shall be valid for 2 years from the date of purchase order.
- b. The contract shall commence immediately from the issue of purchase order.
- c. Initially the rate contract for supply of HSD will be valid for a period of two years; CMRL at its's own discretion may extend the contract for a period of one more year after reviewing the performance of the vendor.

5. Payment Terms:-

- a. All the claims shall be approved by the competent official of CMRL. The payment will be effected within 15 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.
- b. 100% Payment shall be paid for the supplied item only upon certification by Competent official of CMRL and upon receipt of the following documents of the billed work / supplied items:
 - i. Original invoice duly signed by the authorized signatory.
 - ii. Auto Generated diesel filled quantity receipt from the diesel filling machine.
 - iii. Valid calibration certificate of the diesel filling machine.

6. Validity of Quotation:

The bid submitted shall remain valid for a period of 180 days from the date of closing of bid submission

7. Jurisdiction:

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

8. Performance security:

- a. To ensure due performance of the contract, performance security issued from any public sector bank or scheduled commercial bank of India is to be given by the successful bidder who is awarded the contract.
- b. Performance security will be 5 % of the contract value which is calculated based on prevailing market rate for Diesel multiplied by quantity mentioned in tender at the time of award of contract (Contract value = Prevailing market rate for Diesel at the time of award * tentative quantity as per the tender document)
- c. Performance security may be furnished in the form of an account payee demand draft payable at Chennai in favour of "Chennai Metro Rail Limited" OR through online NEFT/RTGS transaction to the following OR irrevocable bank guarantee issued from any public sector bank or scheduled commercial bank of India in the prescribed form as shown in Annexure-F-

Sr.no.	Particulars	Details
a	Beneficiary	Chennai Metro Rail Limited
b	Bank details	Canara Bank Teynampet Branch,Chennai-600 018
С	Account no	0416214000030
d	IFSC code	CNRB0000416

- d. Within <u>14 days</u> from the issue of PO by CMRL, the successful bidder shall furnish the performance security in accordance with the conditions of contract.
- e. Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the suppliers including warranty obligations. No interest will be paid for the performance security during the validity period.
- f. 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.
- g. 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

9. Quotation submission:

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

Sr. No.	Particular	Schedule of tender opening Date
1.	Last date for submission of bid document.(Address mentioned as in notice) the clause 9 of this quotation	13/03/2025 at 15.00 hrs

- 10. 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.
- 11. Quotation to be forwarded to below mentioned address through on or before the specified time in the mentioned tender document. The quotation envelope should be super scribed as "Bid for Supply of Diesel for Rolling Stock Depot machine and Do not open before 13/03/2025 at 15.00hrs"

Chennai Metro Rail Limited, Koyambedu Depot, Administrative Building, Poonamallee High Road, Koyambedu, Chennai 600 107. Email:- vidyaprakash.s@cmrl.in . rsprocure@cmrl.in.

12. It shall be the responsibility of the tenderer to ensure that his tender reaches the designated officer before the deadline of submission. Any tender brought by any person / courier or any tender received through post after this deadline by the designated officer will not be considered.

13. 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 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.

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

With regards,

Chief General Manager (RS, S&T)
For Chennai Metro Rail Limited

Compliance To Scope of Work

$\underline{Annexure} - \underline{A}$

		To be filled and signed by the bidder			
Sr. No	Item details	Compliance (Write YES or NO only)	If NO, state the deviation		
1	Supply of Diesel as per the Scope of work given in Clause 2 of this Quotation Notice	Yes/No			
2	All pages in tender document is duly signed and stamped.	Yes/No			
3	Compliance to Scope of Work statement (Annexure- A) is signed and stamped.	Yes/No			
4	Vendor Information form (Annexure B) is signed and stamped.	Yes/No			
5	Price schedule (Annexure – C) is signed and stamped.	Yes/No			
6	Undertaking on No child labour or bonded labour in work chain Annexure- E) is signed and stamped	Yes/No			
7	If EMD not paid, Valid EMD exemption Certificate along with Bid securing Declaration as per Annexure - D	Yes/No			

Bidder Information Form

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

Name & Address of the Company:					
Name & Designation of the key person					
Type of company (legal status)					
Contact information	Mobile no:	Telephone No :	Fax No:	Email:	
	Cai	Bank details		•	
Beneficiary name					
Bank account no.					
Bank name					
Bank address					
IFSC					
PAN no.					
Certificate copy to					
be attached					
GST no. Certificate copy to					
be attached					

<u>Annexure – C</u>

Price	Schedule				
Sr. No	Work description	Qty.	Rate per trip (in Rs.)	GST in (%)	Transportation charges for supply of diesel with GST (Rs)
1.	Supply of Diesel	As per requirement			

Note:

- i. GST as applicable will be reimbursed by CMRL on submission of original receipt.
- ii. The contract will be awarded to bidder who offers lowest transportation charges

<u> Annexure – D</u>

BID-SECURING DECLARATION

(To Be Filled and Submitted by Firms availing EMD Exemption)

Bid No.:
To:
The Chief General Manager/Rolling Stock, METROS, Nandanam, Anna Salai, Chennai-600 035

We, the undersigned, declare that:

Date:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for a period of 2 years starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- a. have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- b. do not accept the correction of errors in accordance with the tender conditions; or
- c. having been notified of the acceptance of our Bid by the Employer during the period of bidvalidity, fail or refuse to execute the Contract, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon theearlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

STAMP & SIGN OF AUTHORIZED SIGNATORY

$\underline{Annexure} - \underline{E}$

Undertaking on No child labor or bonded labor in Supply Chains

I/We,(Name of the bidder), hereby declare that, if awarded with the Tender No(Name of work:), no form of child labor or bonded labor will be be employed anywhere in the supply chains of the subject contract.
Name of the bidder:
Address of the bidder:
Date and Sign with Firm's seal.,

FORMAT OF CONTRACT PERFORMANCE BANK GUARANTEE (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

WHEREAS CHENNAI METRO RAIL LIMITED (hereinafter referred to as the "CMRL" or "You") has awarded a contract to [•] [insert name of the Contractor] (hereinafter referred to as the "Contractor") vide contract reference number [•], dated [•] (hereinafter referred to as the "Contract") and has agreed that the Contractor shall furnish to You a Contract Performance Bank Guarantee of Rupees [•] (Rs. [•] only) for the faithful performance by the Contractor of the scope of work under the aforesaid Contract. AND WHEREAS, the Bank undertakes to furnish an unconditional and irrevocable bank guarantee, on behalf of the Contractor, in the form and manner hereinafter specified. Therefore, we, [•] [insert details of the Bank issuing the guarantee] (hereinafter referred to as the "Bank" or "We" or "Us"), do hereby covenantand agree with You as follows:

- 1. We hereby irrevocably and unconditionally guarantee and undertake to pay You, forthwith and on your first demand or claim in writing, any and all monies payable with respect to all losses and damages by reason of any default or non-performance on the part of the Contractor in relation to the scope of work or any obligation of the Contractor in accordance with the terms of the Contract, a sum not exceeding Rupees [●] (Rs. [●] only) (hereinafter referred to as the "Guaranteed Amount"). We shall, forthwith onfirst demand or claim in writing by You, without recourse and without any demur, reservation, contest or protest whatsoever, pay to You any sum or sums not exceeding in the true total, the Guaranteed Amount, as may be claimed by You to be due from the Contractor by way of such monies payable by reason of any defaults or non-performance on the part of the Contractor in terms of the Contract (hereinafter referred to as the "Guarantee").
- 2. This Guarantee shall continue and hold good until it is released by You after completion of the scope of work in accordance with the terms of the Contract, provided always that this Guarantee shall come into effect from the date of this Guarantee and shall remain in force till [●] [insert date till which this Guarantee is valid] with a claim period of 6 (six) months from such date, i.e. upto [●] [insert date which shall be 6 months from the end of validity period] or till such date as may be extended in terms of the Contract. In the event the time for performance of the Contractor's obligation under the Contract is extended, this Guarantee shall be extended by such equivalent time. Upon receipt of such extension notice, validity of this Guarantee and the period to lodge any claims with the Bank shall be extended accordingly.
- The Contractor has assured CMRL of due performance of all its obligations under
 Seal and sign of the bidder
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the Contract in accordance with the terms therein. Any demand or claim made by You in writing, with respect to the amount due and payable by the Bank, shall be conclusive andbinding on the Bank, without any proof of such payments having become payable, and shall be payable forthwith without any delay and in any case no later than the next business day from the date of presentation of the letter of invocation of the Guarantee, notwithstanding any claim, dispute, counter claim, assertion or proceedings pending before any court, tribunal, arbitrator or any other authority, as liability under these presents being absolute and unequivocal and the Bank hereby waives all such defences. Notwithstanding anything to the contrary, CMRL's decision as to whether the Contractor has made any such default or defaults as the amount to which You are entitled by reason thereof will be binding on Us and We shall not be entitled to ask You to establish or provide any evidence in respect of the claims under this Guarantee but will pay the same on demand without any objection.

- 4. You will have the fullest liberty without affecting the Bank's obligation under this Guarantee, to (a) modify the Contract or any part thereof, or (b) extend the time for performance of the Contract by the Contractor and either to enforce or forbear to enforce any of the terms and conditions contained in or implied in the Contract and We shall not be released from our liabilityunder this Guarantee by reason of any time extension being provided to the Contractor or any other forbearance, act or omission on your part or any indulgence by You to the Contractor or by any variation or modification of the said Contract or any other act, matter or thing whatsoever which under the law relating to sureties would, but for the provisions thereof, have the effectof so releasing Us from our liability hereunder. Provided always that nothing herein contained will enlarge our liability hereunder beyond the Guaranteed Amount or extend the period of the bank guarantee beyond the expiry of thevalidity of this Guarantee, i.e. [•] [insert date on which validity of this Guarantee expires], unless expressly agreed toby the Bank in writing.
- 5. This Guarantee shall not in any way be affected by: (i) CMRL taking or varying or giving up any securities from the Contractor or any other persons, firm or company on its behalf; or (ii) the winding up, dissolution, insolvency, bankruptcy, reorganisation, liquidation or death, as the case may be, of the Contractor; or (iii) inability to perform the Contract or to make payment by the Contractor, for any reason whatsoever and in such cases the Guaranteed Amount shall be promptly paid by the Bank to CMRL on demand.
- 6. No failure or delay on CMRL's part in exercising any right, power or privilege hereunder and no course of dealing between You and Us, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 7. To the extent permissible by Applicable Law, We agree and acknowledge that no action, event or condition which by any Applicable Law should operate to

discharge Us from our obligations under this Guarantee will have any effect and We further confirm that in all respects our obligations under this Guarantee will be irrevocable and unconditional during the tenure of this Guarantee until discharged by You.

- 8. This Guarantee will cover all claim or claims of CMRL against the Contractor from time to time arising out of non-compliance or default by the Contractor with respect to the scope of work and its obligations under the said Contract and in respect of which your demand or notice in writing is received by Us before [•] [insert date on which claim period expires]. CMRL may make more than one demand hereunder provided that the sum total of all demands shall not exceed the Guaranteed Amount.
- 9. We irrevocably agree that You, at your option, shall be entitled to enforce thisGuarantee against Us as a principal debtor and not merely as surety, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that You may have in relation to the Contractor's liabilities under the Contract. This Guarantee andthe rights, powers and remedies herein contained are in addition to and not by way of limitation, exclusion or substitution for any rights, powers or remedies which You would otherwise have or any other guarantee here before given to You by Us (whether jointly) with others or alone and now existing and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. We agree that any notice under or pursuant to this Guarantee can be served upon:

 (ii) CMRL at [●] (insert address of the CMRL), (ii) the Bank at its office at [●]

 (insert address of the Bank). If any notice is served after 1700 hours on a day a
 day, such notice shall be deemed to have been served on the succeeding day. All
 notices, request, documents or other communication under or pursuant to this
 Guarantee shall be deemed to have been served, if served by hand delivery, when
 delivered, or when served through post or courier, within 3 (three) days of
 dispatch of such post or courier. Either partymay change their address for such
 notice or other communications by prior writtennotice to the other party.
- 11. This Guarantee shall not be discharged due to:
 - (a) any change in the constitution of the Contractor or Us nor shall it be affected by any change in CMRL's constitution or by way of any merger or amalgamation thereof or therewith;
 - (b) any time extension or waiver granted to, or arrangement with, the Contractor, or any other person;
 - (c) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or of our obligation under this Guarantee; or
 - (d) any part performance of the Contract by the Contractor.
- 12. You may assign this Guarantee to your affiliates, lenders, security agents or investor and in such case You shall inform the Bank in writing. This Guarantee

shall not be assigned or transferred by the Bank.

- 13. We represent and warrant to You that We have duly executed and delivered this Guarantee, and this Guarantee constitutes our legal, valid and binding obligation which is enforceable in accordance with its terms.
- 14. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15. The Bank hereby declares that it has the power to issue this Guarantee under the Applicable Law in India and the undersigned who are executing this Guarantee on behalf of the Bank have the necessary powers to do so.
- 16. Notwithstanding anything contained herein, the Bank hereby confirms that:
 - (a) our liability under this Guarantee shall not exceed the Guaranteed Amount;
 - (b) this Guarantee shall be valid upto_____; and
 - (c) We are liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if You serve upon Us a written claim or demand on or before ______ [insert validity of this Guarantee plus claim period] and the Bank shall be discharged of all liabilities under this Guarantee only upon payment of the Guaranteed Amount.

For	
	Authorized Signatory
	Name:
	Designation:
	Place:
	Date:

20 at

day of

Dated this