



Chennai Metro Rail Limited, Chennai 600107, India.

NIT No: CMRL/RS/32/2018

CMRL invites online tenders through e-procurement portal from reputed suppliers/licensed OEM on National Competitive Bidding (NCB) under Single Stage Two bid system for the following work:-

1	Name of Work	Tender for “Retro-fitting of Rolling stock (20 trains) saloon lights from T5-FTL to LED in CMRL premises and supply of spare material (LED and Driver)”.
2	Details of Techno-Commercial and Financial bid	<p>Techno-Commercial Bid:-</p> <p>i. Cost of tender document (By online transaction)</p> <p>ii. EMD (By online transaction)</p> <p>iii. Technical & Commercial documents with all Annexures.</p> <p>Financial Bid:-</p> <p>i. Price Schedule in Excel format.</p>
3	Earnest Money Deposit (EMD)	Rs. 95,000 (Rupees Ninety Five Thousands only)
4	Tender validity	180 days from the date of opening of technical bid.
6	Duration of the contract (completion period)	04 months
7	Publishing of tender in e-procurement portal	12.07.2018
8	Cost of Tender Documents	<p>The cost of the tender document is INR.8,000/- (Indian Rupee Eight Thousand only) including GST, which is non-refundable and shall be paid online through NEFT/RTGS to CMRL Bank Account mentioned in Sr. No.13. The UTR no. is required to be filled in mandatory information for eligibility of the bid (Annexure -4), and the same need to be signed and submitted along with the Techno-Commercial Bids.</p> <p>The Tender Documents can be downloaded from CMRL website www.chennaiemrortrail.org. & CPP portal “http://eprocure.gov.in/eprocure/app”.</p>
9	Tender Inviting Authority and place for Pre – Bid meeting.	<p>Joint General Manager (RSO), Meeting schedule - 24.07.2018 at 11:30 hrs. Address - Chennai Metro Rail Limited. Admin Building, CMRL Depot, Poonamallee High Road, (Adjacent to Koyambedu Metro Station), Koyambedu, Chennai – 600107 Email – dgmrs@cmrl.in.</p>
10	Last date for seeking clarification (in writing)	24.07.2018 till the end of the pre-bid meeting.
11	Last date for up-loading of Tender document in e-procurement portal	13.08.2018 up to 1400 hrs.
12	Date and Time of Opening of Tender (Techno-Commercial Bid) in e-procurement portal	14.08.2018 at 1500 hrs.
13	Bank Account details of Chennai Metro Rail Ltd	<p>i. Bank name : Corporation Bank, Ashok Nagar Branch, Chennai</p> <p>ii. Account no: 510341000054264</p> <p>iii. IFSC Code : CORP0000578</p>
14	Bidders barred from bidding of this tender:-	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.

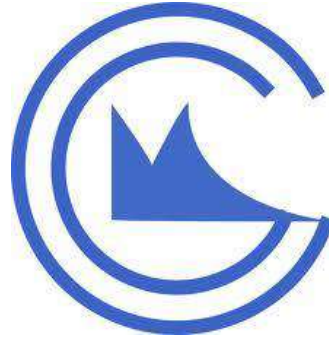
Note: If the date of submission of tenders happens to be a Public Holiday, then tender will be opened on the next working day at the same venue and time.

**Joint General Manager (RSO),
Chennai Metro Rail Limited.**

CHENNAI METRO RAIL LIMITED

Tender No: CMRL/RS/32/2018

Date – 12.07.2018



Tender for “Retro-fitment of Rolling stock (20 trains) saloon lights from T5-FTL to LED in CMRL premises and supply of spare material (LED and Driver)”.

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.

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PREAMBLE.

1. **Central Public Procurement (CPP) portal:** The procurement of goods and services for CMRL will be done through e-procurement <http://eprocure.gov.in/eprocure/app>. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.
2. **CMRL**, 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. **“Contract”** 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. **Contractor:-**The solution provider who retro-fits the rolling stock(**20 trains**) **saloon lights from T5-FTL to LED in CMRL premises and supply of spare material (LED and Driver)** in CMRL rolling stock.
5. **“Contract Value”:** The total value quoted by the tenderer inclusive of all taxes, duties and all other charges.
6. **“Contractor's Understanding”:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the provision of retro-fitment of lights under the contract.
7. **“Currency”:** The currency for the purpose of the proposal shall be the Indian Rupee (INR).
8. **“EMD”:** Earnest Money Deposit and means Bid Security.
9. **“Language of Tender”:** 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.
10. **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
11. **LED:** Light emitting diode.
12. **FTL:** Fluorescent tube light.

13. **“Notices and Instructions”**: 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.
14. **“Omissions and Discrepancies”**: 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.
15. **“Tenderer”** or **“Bidder”** 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.
16. **“Tender Documents”** 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.
17. 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.

INSTRUCTIONS TO TENDERERS

1	This tender document encompasses the scope of work, eligibility criteria, selection procedure, instructions, terms and conditions and other associated / related document(s) / Annexure(s).
2	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.
3	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. All documents shall be submitted in English Language.
4	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.
5	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.
6	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. All queries related to this tender shall be submitted in writing before or at the time of pre-bid meeting. No queries will be entertained after the pre-bid meeting.
7	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.
8	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.
9	Separate techno-commercial and financial bids are required to be submitted through online for the tender.
10	The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where CMRL asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
11	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

12	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.
13	CMRL will display the name of the successful bidder on CMRL's website & on CPP portal for information of all concerned.
14	Bidders are advised to remain vigilant and monitor the website http://chennaietrorail.org . & " http://eprocure.gov.in/eprocure/app " 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.
15	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.
16	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.
17	<p>Eligibility to participate in tender:</p> <p>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 (http://eprocure.gov.in/eprocure/app) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.</p> <p>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 "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint venture/company/consortium then registration should be under "Corporate" category.</p> <p>iii. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.</p>
18	<p>Enrolment:</p> <p>To participate in e-procurement all vendors must enroll themselves with the CPP portal. The procedure mentioned below is to be followed:</p> <ol style="list-style-type: none"> Go to "http://eprocure.gov.in/eprocure/app" web site. Click on "Click here to enroll". It will take you to ' on line enrolment' screen. Against User type, select either 'individual' or 'corporate'. Specify your log in ID, indicated in the application while applying for DSC. Create your own password. Before creating, refer to 'Password Policy' that appears on the right side of the screen. Password should be in accordance with that policy. Confirm the password once again. Click on "Next". You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind to fill all mandatory fields which are marked with an asterisk (*). After entering the fields, click on "Submit". You will get a message that Log in ID registered successfully, that completes your entry.
19	During License period/ work execution period, all disputes between the successful bidder and CMRL shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement/ work order, after signing the License Agreement/ work order.

General Conditions of the Contract

1. Tender document:

1.1.	Retro-fitment of Rolling stock (20 trains) saloon lights from T5-FTL to LED in CMRL premises and supply of spare material (LED and Driver).
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 scope of work, the order of precedence shall be as follows; <ul style="list-style-type: none"> i. Scope of work ii. Special conditions of contract iii. General conditions of contract

2. Detailed instructions on procedure of submission of bid:

2.1	The bidder shall submit the bids on line in the system available at the e-procurement portal (http://eprocure.gov.in/eprocure/app). The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further in the system.
2.2	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.
2.3	<p>Price Bid:</p> <ul style="list-style-type: none"> a. The Price bid containing the Price schedule will be in excel format and the bidder shall quote the rates, taxes & 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. b. Lowest bidder shall be chosen from the Grand total quoted inclusive of all taxes, duties and other charges. c. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time. 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. e. 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. f. All bids are to be submitted on-line on the website (http://eprocure.gov.in/eprocure/app).
2.4	Withdrawal of bid: The bidder may withdraw already submitted bid before the bid submission date and time.

3. EMD - Earnest Money Deposit:

3.1	The EMD shall be made payable without any condition to the CMRL. An amount of Rs. 95,000/- (Rupees Ninety Five Thousands only) is required to be paid online through NEFT/RTGS to CMRL Bank Account, as bid security. The UTR no. is required to be filled in Mandatory Information for eligibility of the bid (Annexure -4) and same need to be signed and submitted along with the techno-commercial bid.
3.2	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. No interest is payable for the EMD amount.
3.3	Bid securities of the unsuccessful bidders will be returned on or before the 30 th day after the award of the contract.
3.4	The successful bidder's bid security will be returned after signing of contract by bidder & receipt of performance security.
3.5	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.

4. Authorized signatory and address of the contractor:

4.1	The signatory of the bidder shall attach an authorization certificate Annexure-2 mentioning: a. The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor. b. One of the partners in the case of a "Partnership" firm/Consortium, 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. c. In the absence of such authority all partners shall sign the tender document. 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.
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5. Tender opening & evaluation process:

5.1.	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.
5.2.	The tenderer has to completely fill all the spaces in price schedule in excel format and upload the same as financial bid.
5.3.	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 information furnished by bidders. If any clarification is required from bidder, CMRL will seek such clarifications.
5.4.	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
5.5.	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).
5.6.	Techno-commercially qualified bids will be evaluated on the "Grand Total" as specified in the price schedule.
5.7.	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.
5.8.	The purchase order will be issued to the lowest techno-commercially qualified bidder subject to fulfilling other requirements specified in this tender document.
5.9.	No representations will be entertained in the matter of selection of the L1 bidder.
5.10.	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.
5.11.	CMRL reserves the right not to return back or disclose any documents that are submitted along with this tender.
5.12.	If the submitted documents do not meet the tender requirements including checklist as per Annexure 8 , then the financial bid of the said bidder will not be considered for opening.

6. Eligibility criteria and evaluation criteria of bidders:

Sl. No.	Criteria	Documents to be submitted
6.1	Average annual financial turnover during last 3 financial years should be at least Rs. 30, 00,000/- (Rupees – Thirty lakhs Only) .	Chartered Accountant certified Balance Sheet & Profit loss statement for the year 2017 - 2018 2016– 2017 2015– 2016
6.2	<u>Work Experience for LED lighting in rolling stock:-</u> During last 7 years ending last day of month previous to the one in which applications are invited, bidder shall have any one of the following experiences, either in India or abroad or both:- The bidder should have successfully supplied and implemented the LED lights in any railway system i. atleast three different works, atleast, for a value of Rs. 37,89,565 OR. ii. atleast two different works, atleast, for a value of Rs. 47,31,331 OR. iii. atleast one works, atleast, for a value of Rs. 75,70,130	Certificate (s) in the given format (Annexure -3) to be produced duly signed by the previous customer(s).
6.4	Note:- i. Relevant particulars of the tenderer for above mentioned eligibility criteria shall be submitted in ANNEXURE -3 and ANNEXURE -5 (format-1) . ii. The documents having the value, other than INR, will be converted and considered for evaluation as per the exchange rate applicable on tender opening date.	
6.5	Legal Status of the Bidder (Who can apply):- 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.	

7. Additional mandatory requirements:

7.1	All other mandatory requirements have been enlisted at Annexure -4 of the bid document. This includes Permanent Account Number, GST Registration, ESIC(if applicable) and PF Registration (if applicable), undertaking by the bidder to conduct audit by CMRL at any time within the contract period (Annexure -6).
7.2	The bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed (Annexure-5 – Format-1)).

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 <ul style="list-style-type: none"> 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 5 (five) years from the date of occurrence of such event.
8.3	<p>For the purposes of this Clause 9.1 the following terms shall have the meaning hereinafter respectively assigned to them:</p> <ul style="list-style-type: none"> a. “Corrupt practice” means <ul style="list-style-type: none"> 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 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. b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process. c. “Coercive practice” 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. b. “undesirable practice” means <ul style="list-style-type: none"> 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 ii. having a conflict of interest ; and e. “Restrictive practice” 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.

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 7 (Seven) days' 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. Bankruptcy:

CMRL may at any time by notice in writing summarily terminate the contract without compensation on any of the following events:-	
10.1	If the contractor shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or
10.2	If the contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a Receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have not prejudice or affect any right of action or remedy which shall have accrued thereafter to CMRL.
10.3	In either of the cases or in any other case where in the opinion of CMRL, the contractor is performing his duties unsatisfactorily, CMRL may employ and pay another contractor to carry out and complete the work and may purchase all materials necessary for the carrying out of the work. In such cases, the value of the work done shall be assessed by CMRL and CMRL shall have the right to recover such sums from the contractor.

11. Labour laws, Provident Fund, ESI, etc.:

11.1	The contractor shall obtain all applicable legal licenses and approvals before the commencement of work.
11.2	The staff engaged by the contractor, if any, shall at no stage have any claim for employment in CMRL.
11.3	The Tenderer must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act 1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Tenderer shall indemnify CMRL Administration for any loss and damages suffered due to violation of its provision.
11.4	In the case of delay/default in payment of contribution under ESI Scheme and EPF

	Scheme, besides the recovery of the amounts due by the contractor towards their contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their security deposit. In the event of cessation of the contract due to any reason whatsoever, the security deposit shall be refunded only after due satisfaction as regards the above payments.
11.5	If contract labours are deployed for execution of the said work, the contractor shall produce certificate of Registration from the department of labour for engaging such contract labours.

12. Injury to persons:

12.1	The contractor shall be solely liable for and shall indemnify CMRL in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish CMRL with a copy of the insurance policy.
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13. 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: -	
13.1	The bidder shall enclose (lead member in case of consortium) a copy of the tender document duly signed and stamped. All other associated / required documents to be duly numbered, signed and stamped.
13.2	Power of attorney in the name of authorized signatory, in case the documents are signed by the authorized signatory of the bidder.
13.3	Each bidder (each member in the case of a consortium) shall be required to confirm and declare (in Annexure-7) with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the contract.
13.4	The bidder shall be required to enclose self-attested documents, as in Annexure-4 along with the Techno-Commercial Bid. The bidder shall be required to enclose the check list as in Annexure-8 of this tender document.
13.5	The bidder shall submit the initial filter criteria (Annexure-9) duly filled in, on the letter head of its company (each member in case of consortium). Bidder has to first qualify the initial filter criteria in order to be eligible for evaluation of their techno-commercial bid.

14. Tender clarification process: query from bidders:

14.1	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 Joint General Manger (RSO), as per schedule given in the Notice Inviting Tender. Reply to query, if any given by CMRL, shall form part of the tender document.
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14.2	All queries related to this tender shall be submitted in writing before or at the time of pre-bid meeting. No queries will be entertained after the pre-bid meeting.
14.3	Except for written clarifications (Reply to query(s)) from the Joint General Manager (RSO), which is expressly stated to be an addendum 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.

15. Cost of tendering:

15.1	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.
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16. Tender validity:

16.1	The tender shall remain valid and open for acceptance for a period of 180 days 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 thereto 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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17. Tender prices:

17.1	The contract shall be for the whole work described in technical specification/ scope of work. The bidder is required to quote his rates taking into account all the terms and conditions of the tender.
17.2	The prices shall be quoted in Indian Rupee (INR) with delivery of item at CMRL, failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
17.3	The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc.
17.4	GST as applicable will be reimbursed by CMRL based on submission of proof in original by the contractor.
17.5	Conditional bids will be summarily rejected.

18. Other tender guidelines:

18.1	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
18.2	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.
18.3	The tender is not transferable under any circumstances.
18.4	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
18.5	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
18.6	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.
18.7	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
18.8	Bidders are advised to submit only one tender. If a bidder submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.

19. Award of tender:

19.1	<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"> 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. ii. consult with any bidder in order to receive clarification or further information. iii. retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any bidder; and / or 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.
19.2	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.
19.3	The disclaimer as stated in this document shall be deemed to be the part of this document.
19.4	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.
19.5	<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"> a. one that limits in any substantial way the scope, quality, or performance of the product/material/service. 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 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.
19.6	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.
19.7	In case, two or more techno-commercially qualified bidders quote the same amounts in the financial bid/commercial bid which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
19.8	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.

20. Letter of Acceptance (LOA):

20.1	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.
20.2	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').
20.3	No correspondence will be entertained by CMRL from the unsuccessful bidders.
20.4	Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and return their EMD thereof.

21. Cancellation of Letter of Acceptance:

21.1	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.
21.2	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.
21.3	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.
21.4	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.

22. Performance security:

22.1	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.
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22.2	Performance security will be 10% of the contract value. 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
22.3	Within 21 days 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 (Annexure -10).
22.4	Performance security shall remain valid for a period of 06 months beyond the date of acceptance of 20 th train set by CMRL. No interest will be paid for the performance security during the validity period.
22.5	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.
22.6	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.

23. Signing of Work order:

23.1	CMRL shall prepare the work order, duly incorporating all the terms and conditions of the tender.
23.2	Prior to Signing of the work order, the successful bidder shall be required to submit the performance security, within 21 days of award of letter of Acceptance.
23.3	The work order shall require to be signed and returned within thirty days (30) from the date of issue of the Letter of Acceptance.

24. Confidentiality:

24.1	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.
24.2	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.

25. Damage to CMRL property or private life and property:

25.1	The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the CMRL or the lives, persons or property of others from
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	<p>whatsoever cause in connection with the works until they are taken over by the CMRL and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the CMRL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the CMRL may incur in reference thereto, shall be charged to the Contractor. The CMRL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such , defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor.</p>
25.2	<p>In all above such cases the liability of the contractor shall not exceed 10% percentage of the contract value.</p>

26.Right of way:

26.1	<p>Right of way (within CMRL land) to the work site will be provided to the contractor and his employees. They shall always carry their photo identity card jointly signed by the contractor and authorized signatory of CMRL</p>
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27.Co-ordination with other contractors:

27.1	<p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for operation and maintenance of rolling stock in CMRL.</p>
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28.Specifications:

28.1	<p>The technical specifications also form part of this tender. The contractor shall promptly inform CMRL of any error, omission, fault and other defects in the specifications, which are discovered when reviewing the tender documents.</p>
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29.Payment:

29.1	<p>Payment will be processed after every successful completion of 5 train set retro-fitments. Bills shall be submitted after completion of 5 train retro-fitment works And payment for spare will be processed after delivery and acceptance of goods.</p>
29.2	<p>All the claims shall be approved by the competent person of CMRL. The payment will be effected within 21 days of submission of claim after due deductions of all statutory payments, taxes, penalties and other applicable deductions. Mobilisation 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.</p>

29.3	The bills shall be paid only if it is certified by a competent official of CMRL regarding satisfactory performance of the billed work.
29.4	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 authorised by CMRL, at any point of time.
29.5	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.

29.6 Schedule of payments:-

S. No	KD#	Description	Key Timeline	Percentage of Payment
1	KD #1	Completion of Retro-fitment of first 5 train sets	Work order issued Date + 30 days	25% of the contract value
2	KD #2	Completion of Retro-fitment of second 5 train sets	KD#1 + 30 days	25% of the contract value
3	KD #3	Completion of Retro-fitment of third 5 train sets	KD#2 + 30 days	25% of the contract value
4	KD #4	Completion of Retro-fitment of fourth 5 train sets & Delivery of spare LED strips and drivers	KD#3 + 30 days	25% of the contract value

30.Security measures:

30.1	Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff/employees. A fine of Rs.5000/- on each event shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the contractor staff if any employee of contractor is caught stealing CMRL property. Decision of CMRL shall be final.
30.2	Contractor's employees and representatives shall wear Identification Badges (cards), helmet, gum boots and other safety/protection wear as directed by CMRL, and to be provided by the Contractor. Badges shall identify the contractor and show the employee's name and number and shall be worn at all times while on duty.
30.3	All vehicles used by the Contractor shall be clearly marked with the Contractor's name and logo.
30.4	If any material/machine damaged by the contractor during the period of retro-fitment, contractor shall replace the damaged material/machine under CMRL advice.

31.Carriage of materials:

31.1	No contractor's materials shall be carried through metro trains
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32. Facilities for inspection:

32.1	The contractor shall afford CMRL and its representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials and things of every kind required for the purpose and the CMRL and its representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
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33. Safety of public/staff:

33.1	The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff whether on public or CMRL property and shall comply with regulations appertaining to the work.
33.2	The contractor shall ensure that his men are always being well-behaved and they do not involve in eve teasing and do not cause sexual harassment of women anywhere. Offenders shall be punishable under various provisions of The Sexual Harassment of Women at Work place (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013).

34. Workmanship and testing:

34.1	The whole of the work specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial practice, agreeable to the particulars contained in or implied by the technical specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of CMRL according to the instructions and directions which the contractor may from time to time receive from CMRL
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35. Indemnity by contractor:

35.1	The contractor shall indemnify and save harmless the CMRL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the CMRL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
35.2	The indemnity bond shall be in non-judicial Stamp Paper of minimum Rs.100/- value as per the format given in Annexure-11 .

36.Date of Delivery:

36.1	The date specified in the contract for the retro-fitting of rolling stock saloon lights shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified.
36.2	<p><u>Failure and Termination</u></p> <p>If the contractor fails to retro-fitting of rolling stock saloon lights within the period fixed for such delivery in the contract or at any time repudiates the contract before the expiry of such period, the CMRL may without prejudice to its other rights:-</p>

a. Recover from the contractor as agreed Liquidated Damages (LD) as follows:

S. No	KD#	Description	Key Timeline	Applicable LD
1	KD #1	Retro-fitting of first 5 train sets	Work order issued Date + 30 days	1% of the KD1 value inclusive of all, for every one week delay. If the delay is less than seven days, it will be considered as one week.
2	KD #2	Retro-fitting of second 5 train sets	KD#1 + 30 days	1% of the KD2 value inclusive of all, for every one week delay. If the delay is less than seven days, it will be considered as one week.
3	KD #3	Retro-fitting of third 5 train sets	KD#2 + 30 days	1% of the KD3 value inclusive of all, for every one week delay. If the delay is less than seven days, it will be considered as one week.
4	KD #4	Retro-fitting of fourth 5 train sets & Delivery of spare LED strips and drivers	KD#3 + 30 days	1% of the KD4 value inclusive of all, for every one week delay. If the delay is less than seven days, it will be considered as one week.

37.Extension of date of delivery:

37.1	If such failure as in the aforesaid clause 36.2, shall have arisen from any cause which the CMRL may admit as reasonable grounds for extension of time, the CMRL shall allow such additional time as it considers to be justified by the circumstances of the case and shall forego the whole or such part of loss or damage, as it may consider reasonable. Any failure or delay on the part of sub-contractor shall not be admitted as a reasonable ground for any extension of time or for exempting the contractor from liability for such loss or damage as aforesaid.
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38.Dispute resolution:

38.1	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.
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38.2	<p>In the event that disputes between the parties subsist beyond 30 days of negotiations between the parties, then the dispute shall be settled as per the provisions of Arbitration and Conciliation Act. The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. The dispute shall be referred to:</p> <ol style="list-style-type: none"> 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 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. 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. 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. iv. The venue of the arbitration shall be in Chennai. 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.
38.3	The award passed shall be final and binding and both parties waive the right to appeal or contest the arbitral award.
38.4	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.

39. Force majeure:

39.1	<p>In the event of any unforeseen event directly interfering with the operation of contract arising during this agreement period; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the contractor shall, within a week from the commencement thereof, notify the same in writing to the CMRL with reasonable evidence thereof. In such event of force majeure, the conditions of the contract will not be enforced by either party. Further, if mutually agreed by both parties, the tenure of this agreement may be further extended for the period during which contract was not operational.</p>
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SPECIAL CONDITIONS OF THE CONTRACT

- A. LM80 certificate from LED manufacturer shall be provided for the LEDs used.
- B. For assembled PCB and the driver, test certificates from NABL approved laboratories to be provided at least for the following tests:
- i. **Surge test:** It shall withstand a surge of $\pm 900V$ as per the procedure given in IEC-61000-4-5:2014 at the input terminals for all types of luminaire.
 - ii. **Environmental tests:** a. Dry heat test & b. Damp heat cyclic test. In routine tests, 100% luminaires shall be kept 'ON' for 48 hours at $50^{\circ}C \pm 5^{\circ}C$, electrical parameters before and after tests shall be recorded and shall be within range before and after dry heat test. All parameters shall remain within the limit. In acceptance tests, 5 luminaires shall be kept 'ON' for 2 hours at $50^{\circ}C \pm 5^{\circ}C$ and $-10^{\circ}C \pm 3^{\circ}C$. No luminaires shall fail in this test
 - iii. **Insulation resistance test:** The insulation resistance of the unit between earth and current carrying parts shorted together shall not be less than $20M\Omega$ at 60% RH when measured with 500V megger
 - iv. **High voltage test:** Immediately after insulation resistance test, an AC voltage of 1.5 KV rms of sine wave form of 50 Hz shall be applied for one minute between the live parts and frame. There shall not be any kind of break down, flashover or tripping of supply.
- C. **All the above test certificates mentioned in A and B shall be submitted along with Annexure 3.**
- D. All the material required to retro-fit (LED, Driver, Wires, fasteners, etc.) shall be tested in supplier premises and shall be transported to CMRL premises and retro-fitted in CMRL premises. After retro-fitting, the existing FTL driver, Tubes, Tube holders along with wiring harness need to be handed over back to CMRL. The cost of damages to the CMRL light fittings during the retro-fitting activity shall be borne by the supplier.
- E. Retro-fitting activity shall be carried out with templates for precise and quick completion of activity.
- F. The LED mounting shall be provided in such a way that it shall withstand the vibrations caused by running of the train.
- G. Fittings are in mounted condition inside train, and the retro-fitting activity shall be done in train itself.
- H. All the electronic components used for this LED retro-fitting shall comply with railway standard EN50155.
- I. **CMRL has already done FTL to LED retrofit in one train set (TS#07). Hence all the suppliers who are willing to participate in the bidding may kindly see this modification during pre-bid meeting. The quality of the work in 20 train sets shall not be less than that. However it can be improved further.**

TECHNICAL SPECIFICATION FOR “RETRO-FITMENT OF ROLLING STOCK (20 TRAINS) SALOON LIGHTS FROM T5-FTL TO LED IN CMRL PREMISES AND SUPPLY OF SPARE MATERIAL (LED AND DRIVER)”.

1. Scope of work:

Dismantling of T-5 Ballast, Wiring and Holder in hinged position, fixing of LED PCB, Driver, wiring for LED assembly by drilling holes tapping & fitting in-site. Necessary train set will be provided by CMRL one after other, after completion.

- i. The supplier shall retro fit at CMRL premises 80 numbers of existing 4feet 28W FTL used in CMRL rolling stock with 4x4.5W LED strips including its driver-with system wattage of 18W each.
- ii. The supplier shall retro fit at CMRL premises 10 numbers of existing 2feet 28W FTL used in CMRL rolling stock with 4x4.5W LED including its driver-with system wattage of 18W each.
- iii. The supplier shall retro fit at CMRL premises 12 numbers of existing 14W FTL used in CMRL rolling stock with 2x4.5W LED including its driver-with system wattage of 9W each.
- iv. The supplier shall test the train set in CMRL premises and provide the certificate.
- v. The retrofit procedure is mentioned in clause 3 below.
- vi. The above said retro-fitment shall be carried out for 20 train sets.
- vii. Following quantity of similar spares which are used for retro-fitment of LED (same make and model), shall be handed over to CMRL post completion of 20 trains retro-fitment:
 - a. LED strips – 100 Numbers
 - b. Driver 18 Watts – 100 Numbers and
 - c. Driver 9 Watts – 25 Numbers.

2. Key Details per train:

- | | | |
|----|--------------------------------|----------|
| 1. | 4 feet - 4 x4.5w LED RETRO-FIT | - 80 Nos |
| 2. | 2 feet - 4 x4.5w LED RETRO-FIT | - 10 Nos |
| 3. | 2 feet - 2x4.5w LED RETRO-FIT | - 12 Nos |

Sl.No	Particulars	Description
1	System power(4x4.5w LED)	18 Watts
2	System power(2X4.5w LED)	9 Watts
3	Lumens(18w)	90 minimum (at train floor level)
4	Lumens(9w)	50 minimum (at train floor level)
5	Colour	Warm white

6	Temperature	2700-3000 kelvin
7	Driver Efficiency	>80% @ 110v
8	Driver THD	<10%
9	Input voltage	77.5V-137.5V DC
10	Power supply	Driver shall be isolated and constant current with line regulation of 3%.
11	LED FIXING TAPE	Double side thermal tape
12	IP rating (Driver)	IP20
13	Safety features	2.5 KV surge protection shall be available in driver.
14	Guarantee	Minimum 01 year
15	Preferred Make	Toyoda Gosei (or) NICHIA (or) CREE (or) Lumiled (or) Osram
16	Certificates	LM80 from LED manufacturer & Test certificates from NABL approved Lab attached.

3. Retro-fit procedure

a. Dismantling of Existing T-5 Fitting

- 1) Opening of Panel Board & removing the wiring from the main supply line.
- 2) Dismantling the Ballast from rear of the fitting.
- 3) Dismantling the fitting from the main body by removing 2 screws & further removing the T-5 28W/14W Lamp from the holders.
- 4) Removing the holder plates by cutting the rivets.
- 5) Removal of existing cables from within and outside.
- 6) Thorough cleaning of the Fittings.

b. Assembly of LED-PCB & Driver

- 1) By keeping the Template, drilling holes for the new fitment of PCB & Driver.
- 2) Cleaning of the Fitting by using recommended IP Solution as per industry Standards.
- 3) Affixing PCB to the body of the fitting with Thermal Tape & screwing the PCB to the body.

- 4) Fixing of Driver to the rear of the fitting.
- 5) Soldering the wires to the PCB & connecting the Driver.
- 6) Further taking the main wires from Driver and connecting them to the supply lines.
- 7) Complete and thorough checking of the entire assembly (Wiring, PCB Fixing, Driver).
- 8) Testing of each assembly with power supply to ensure proper installation.
- 9) Continuous endurance checking of each and every light installed in the coach for minimum of 8 hrs.
- 10) Handing over the Coach to CMRL for inspection and checking of Wattage & Light output, for Compliance as per CMRL Specifications.

DISCLAIMER

1. CMRL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications, which may be required by CMRL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL shall not be liable in any manner.
2. CMRL will have no liability to any bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this bid document, any matter deemed to form part of this bid document, the award of the contract, the information and any other information supplied by or on behalf of CMRL or otherwise arising in any way from the selection process of the contract.
3. The issue of this document does not imply that CMRL is bound to select the bidder or to appoint the selected bidder. CMRL reserves the right to reject any or all of the bids submitted in response to this bid document at any stage without assigning any reasons whatsoever. CMRL also reserves the right to withhold or withdraw the process at any stage with intimation to all bidders who have submitted the bid.
4. CMRL reserves the right to change / modify / amend any or all of the provisions of this bid document at any stage. Such changes shall not be notified to all bidders who have bought the tender document.

TECHNO –COMMERCIAL BID
Covering letter comprising the Bid

Dated:

To,
Joint General Manager (RSO)
Chennai Metro Rail Limited, Admin Building,
CMRL Depot, Poonamallee High Road,
(Adjacent to Koyambedu Metro Station),
Koyambedu, Chennai – 600107.

Dear Sir,

1. With reference to your bid document for CMRL/RS/32/2018, I/we, having examined the bid documents and understood its contents, hereby submit my/our bid along with the bid for the award of contract. The letter and the bid is unconditional and unqualified.
2. I/ We acknowledge that CMRL will be relying on the information provided in the bid and the documents accompanying this bid for qualification of the bidder(s) for the award of contract, and I/we certify that all information provided in the bid and its annexes is true and correct.
3. I/We understand that the submission of bid/offer does not guarantee the award of the said contract.
4. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the bidding documents, including any addendum issued by CMRL;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the bid document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the bid document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that CMRL may cancel the bidding process at any time and that CMRL is neither bound to accept any bid that CMRL may receive nor to invite the bidders to bid for the award of contract, without incurring any liability to the bidders, in accordance with the bid document.
8. I/ We declare that we/any member of the consortium are not a member of a/ any other consortium submitting a bid for the award of contract.
9. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of the bid document; we shall intimate CMRL of the same immediately.

10. I/We understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the bid document, I/We shall be debarred by CMRL for further participation in the similar future contracts/licenses of CMRL for a period of nine (9) years.
11. The power of attorney for signing of bid, as per format provided at techno-commercial bid of the bid document, are also enclosed. The power of attorney shall be in non-judicial stamp paper of minimum Rs. 100/- value as per the format given.
12. In the event of my/our being declared as the selected bidder, I/We agree to enter into a contract agreement in accordance with the draft that has been provided to me/us prior to the bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I/We have studied all the bidding documents carefully and we understand that except to the extent as expressly set-forth in the contract agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or concerning or relating to the bidding process including the award of contract.
14. The techno-commercial/price bid has been submitted by me/us after taking into consideration all the terms and conditions stated in the bid document, my/our estimates of costs and all the conditions that may affect the bid.
15. The online transaction details of the Earnest Money and cost of the tender document is furnished in Annexure – 6.
16. I/We confirm that, the full payment has been made through online transaction for tender fee and EMD. I/We understand that, in case CMRL did not receive the above mentioned payments then the tender will be summarily rejected.
17. I/We agree and understand that the bid is subject to the provision of the bidding documents. In no case, I/We have any claim or right of whatsoever nature if the contract is not awarded to me/us or my/our bid is not opened.
18. I/We agree to keep my/our bid valid for 180 days from the bid due date specified in the bid document.
19. I/ We agree and undertake to abide by all the terms and conditions of the bid document.
20. We agree and undertake to be jointly and severally liable for all the obligations of the contractor under the contract agreement till the expiry/termination of the contract agreement.

In witness thereof, I/ we submit this bid along with our bid under and in accordance with the terms of the bid document.

Yours faithfully,

(Signature)

Name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member.

Date:

Place:

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 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 RETRO-FITMENT OF ROLLING STOCK (20 TRAINS) SALOON LIGHTS FROM T5-FTL TO LED IN CMRL PREMISES AND SUPPLY OF SPARE MATERIAL (LED AND DRIVER)”** 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.

To be submitted on the customer Letter head

Date:

To
 Joint General Manager (**RSO**)
 Chennai Metro Rail Limited
 Chennai-107

This is to certify that M/s. _____ has been awarded the following contract/s:

S.No.	Scope of the work	Value of the contract	Contract awarded and completed date	Working since (from the date of completion of installation)
1	Supply of LED lights for railway system.			

I, the undersigned, declare that the above mentioned system was implemented by M/s. _____ and the system is working satisfactorily since _____.

Yours Sincerely,

Mandatory Information for Eligibility of the Bid

1. The form below should be filled by bidder along with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

S. No.	Techno-Commercial Criteria	Details (to be filled by the bidder)	Pg. Nos.
1	Name of the Bidder		
2	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.	Name: _____ Contact no. _____ Email: _____ Fax No. _____	
3	Full address of the Bidder with Telephone No. and Fax No.	Address. _____ _____ Contact no. _____ Fax No. _____	
4	Details of online transaction (UTR No.) of cost of tender document for an amount of Rs.8,000/-	UTR No. _____	
5	Details of online transaction (UTR No.) of EMD for an amount of Rs. 95,000/-	UTR No. _____	
6	Specify the legal status of bidder : company / partnership firm / individual		
7	In case of company, please enclose memorandum and articles of association along with certificates of incorporation and date of commencement of business		
8	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. Duly attested by Notary.		
	PAN of the bidder (Please enclose the attested photocopy of PAN card issued		

	by Income Tax Department)		
	Bank account details	Bank Name: _____ Address: _____ Beneficiary: _____ Acc. No. _____ IFSC code. _____	
	GST Number of the bidder (Please enclose the attested photocopy of GST Registration Certificate issued by relevant authorities)		
	PF Registration of the bidder (Please enclose attested photocopy of Provident Fund Commissioner) , if applicable		
14	Copy of license under Contract Labour Act, 1970 (If applicable)		
15	ESI Registration (Please enclose attested photocopy) , if applicable.		
16	Turnover of the bidder for the preceding three years, viz.2015-16, 2016-17 and 2017-18 (Please enclose a statement duly certified by Chartered Accountant) Annexure-5 , Format– 1:		
17	Profit and Loss statement for three years, viz.2015-16, 2016-17 and 2017-18 (Please enclose a statement duly certified by Chartered Accountant) Annexure-5 , Format– 1		

Note:

1. The details as required in must be submitted with supporting documents as applicable. Failure to submit details is a **disqualification**.
2. Bids with alterations shall be attested by the bidder.

I/We _____ do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.

I/We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, CMRL will have the right to summarily reject the bid, cancel the contract or revoke the same at any time without assigning any reason whatsoever.

format– 1:

Turnover of the bidder(s):

Name of bidder	2014-2015	2015-2016	2016-2017	Average of all three financial years

Profit – Loss before taxes of the bidder(s):

Name of bidder	2014-2015	2015-2016	2016-2017

(Chartered Accountant's Signature & Date)

Bidder's signature and Name

Name of the CA:

Name of the Authorised Signatory

Chartered Accountant's Seal

Bidder's Seal

CA Registration Number:

CA's Address:

CA's Telephone / Fax Number

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: CMRL/RS/32/2018

I / We,hereby affirm, after careful study of the tender documents confirm, the rights of CMRL to have an audit in the course of the contract period and the result of such audit is binding on us.

Authorised Signatory

Name : _____

Seal: _____

Date: _____

Place: _____

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: CMRL/RS/32/2018

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.

Authorised Signatory

Name : _____

Seal: _____

Date: _____

Place: _____

CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED

S. No.	Details / Documents submitted	Whether complied – please indicate ‘Yes’ or ‘No’.
1	Have you filled the online transaction details (UTR no.) of cost of tender document in Annexure – 4	
2	Have you filled the online transaction details (UTR no.) of EMD in Annexure – 4	
3	Have you submitted Covering letter for Techno-Commercial Bid in your letter head as in proforma.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-2.	
5	Have you attached details of Techno Commercial experience as in Annexure-3 and Annexure -5 along with details furnished as in Format-1.	
6	Have you attached mandatory information’s for eligibility of the Bid with all certified copies as stated vide Annexure-4.	
7	Have you attached undertaking for Third Party Audit agreement as per proforma in Annexure-6	
8	Have you attached Certification for non-engagement of middlemen or agent as per proforma in Annexure-7	
9	Have you signed all pages of the tender document. (To be signed by the authorized signatory as per the Power Attorney given in Annexure-2).	
10	Have you filled in all the cells in Price Schedule (Financial bid).	
11	Have you attached all test certificates mentioned in Special conditions along with Annexure 3	

Seal of the Bidder

Signature:.....

Name of the Authorised signatory:.....

INITIAL FILTER CRITERIA**(On Company's letter head {in member in case of consortium})**

S.No.	Criteria	Yes	No
1	Has the bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organization ever been terminated due to poor performance?		
3	Has the Bidder's Performance Security for any contract has ever been forfeited in any Government / Semi-government/ PSUs/ Metro Railways?		
4	Has the Bidder been involved in frequent litigations in last five years?		
5	Has the Bidder suffered insolvency/bankruptcy in the last five years?		
6	Has the Bidder been blacklisted by any organization?		
7	Has any misleading information is given in the tender?		
8	Is the Bidder is financially not sound to perform the work?		
9	Is the Bidder's net worth negative?		
10	Has the Bidder failed to certify that no middlemen has been or will be engaged or that any commission has been or will be paid?		
11	Do the documents submitted reveal that any commission has been or will be paid?		

Note: 'Yes' answer to any of the above 1 to 11 points shall disqualify the Bidder. The Bidder should also enclose the following undertaking on **Rs.100/-** Non-Judicial stamp Paper duly notarized as per the format given below along with the Techno-Commercial Bid.

[ON NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]**UNDERTAKING FOR INITIAL FILTER CRITERIA**

Sub: - Tender for Retro-fitting of Rolling stock (20 trains) saloon lights from T5-FTL to LED in CMRL premises and supply of spare material (LED and Driver).

1 I, Mr./Ms. _____ (Authorized Signatory) on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.

2 CMRL is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then CMRL may annul the award and forfeit our EMD (if any held with CMRL) and Performance Security (if any available with CMRL). Further, in such a case, we may be banned for future tenders of CMRL.

Signature of Authorized Signatory_____

Name of Authorized Signatory_____

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 any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/suppliers (s) shall have no claim against us for making such payment.

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 _____ (date of completion + 6 months) we shall 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 forbear 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.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) Supplier(s).

7. 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 _____ 2017.

For _____

(The name of Bank)

Seal of the Bank

Witness 1: Name and address

Witness 2: Name and address

INDEMNITY BOND

This Indemnity is made and executed at _____ on this _____ day of _____ 2017 by

M/s. [Thiru/Tmt/Selvi] _____ represented by its Managing Director, _____, son of _____ having administrative Office at _____ hereinafter called INDEMNIFIER – CONTRACTOR AND IN FAVOUR OF (name and address) _____ hereinafter called INDEMNIFIED –Chennai Metro Rail Limited (CMRL),

The terms ‘INDEMNIFIER-CONTRACTOR’ and the ‘INDEMNIFIED – CMRL’ unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby **irrevocably agree to indemnify and keep harmless** the CMRL from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the works. This indemnification obligation include but not to be limited to claims, damages, losses, damage-proceedings, charges and expenses which are attributable to

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials, or any subcontractor or any tier.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to CMRL without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of CMRL as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Contractors have put their signatures in the presence of the witnesses.

(Name, signature of Managing Director/Managing Partner, date& address of Contractor)

1. WITNESS : NAME & ADDRESS

2. WITNESS: NAME & ADDRESS