



**TENDER NO: CMRL – OPN 02 – CBTMS - 2025**

**TENDER DOCUMENT**

**TENDER FOR PROVIDING  
COMPUTER BASED TRAINING MANAGEMENT SYSTEM  
(CBTMS)**

**Part A:**

*Design, Development, Testing, and Implementation of a **Computer-Based Training Management System (CBTMS)** along with **Interactive video** for CMRL Operations, including the supply, installation, and commissioning of necessary hardware deliverables and software integration, as well as the provision of training, spares, and consumables.*

**Part B:**

*Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract for the period of 5 years.*

**Chennai Metro Rail Limited (CMRL)**

(A JV of Govt. of India and Govt. of Tamil Nadu)

METROS, No.327, Anna Salai, Nandanam,

Chennai – 600 035.



**CHENNAI METRO RAIL LIMITED**  
**CHENNAI 600 035, INDIA**

e-NIT No: **CMRL-OPN 02-CBTMS -2025**  
E-procurement tender  
National Competitive Bidding

CMRL invites digitally signed open e-Tender through e-procurement portal from reputed, experienced Contractors through National Competitive Bidding (NCB) on single stage two envelope/Package system, (technical & financial) with initial filter for the works as detailed below.

1	Name of Work	<p><b>Tender for Providing Computer Based Training Management System (CBTMS):</b></p> <p><b>Part A:</b> Design, Development, Testing and Implementation of a Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.</p> <p><b>Part B:</b> Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract for a period of 5 years.</p>
2	Details of Techno – Commercial and Financial Bid	<p>Bidder Shall submit Techno- Commercial Bid and Financial Bid in CPP Portal only.</p> <p><b>Techno –Commercial Bid: (Packet A)</b></p> <p>a) Earnest Money Deposit (EMD)</p> <p>b) Tender Fee (By online transaction)</p> <p>Letter of Technical Bid and other filled, signed, stamped documents</p> <p>Any other document stated in the tender document.</p> <p><b>Financial Bid (Packet B)</b></p> <p>a) Letter of Price Bid &amp; BOQ in Excel format</p>
3	Tender Security Amount (EMD)	<p><b>EMD Amount:</b> The Total bid security/EMD amount shall be equal to <b>INR 87,000/- (Indian Rupees eighty-seven thousand only)</b> and it shall be in the form of NEFT/RTGS/e-BG only from any Scheduled Bank of India. Bidders shall upload the scanned copies of e-BG details or transaction receipts of payments along with online Bid submission.</p>
4	Tender Validity	180 days from the last date of submission of the Tender.
5	Validity of Earnests Money Deposit	28 days beyond Tender validity period or later.

6	Duration of Contract	Total 06 Years 06 months from the date of Signing of Agreement between CMRL and the Contractor. A. 6 months for design, development, testing and installations and Go live, B. 1 Year- Defects Liability Period from the date of Go live. C. 05 Years CAMC period after completion of the DLP.
7	Tender Document download start Date	20 <sup>th</sup> December 2025 at 18:00 Hrs.
8	Cost of Tender Documents/ Tender Fee	The Tender Documents can be downloaded from the CPP portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . The Tender submission fee of <b>Rs.8,000/- (Rupees Eight Thousand Only)</b> including GST to be paid by NEFT/RTGS and is non-refundable. Bidders shall upload the scanned copies of transaction receipts along with online bid submission and bidders shall indicate the tender number & Name of the bidder in the transaction receipt. <b>CMRL Bank Details:</b> <b>Beneficiary Name: Chennai Metro Rail Limited</b> <b>Beneficiary Bank: Canara Bank, Teynampet Branch, Chennai-600018. Account No: 0416214000030, IFSC Code: CNRB0000416</b>
9	Exemption for Tender security and Tender submission fee	The Micro and small Enterprises (MSE) are exempted from paying Bid security amount (EMD) and Bid Submission Fee. Instead, the MSE firms shall submit the Bid Security declaration form available in the Bid document along with UDYAM registration copy in the technical bid. Exemption applies only if UDYAM registration is under relevant to the tender scope.
10	Date of Pre- Bid Meeting	<u>05<sup>th</sup> January 2026 at 15:00 hrs</u> (In case of any change in schedule will be informed in advance through CMRL website /e-procurement portal). Venue: <b>Office of General Manager (O &amp; M)</b> , Chennai Metro Rail Limited, <u>MetroS</u> , Anna Salai, Nandanam, Chennai 600 035. Tel No.044-2437 8000. Email id: <a href="mailto:arulradha.a@cmrl.in">arulradha.a@cmrl.in</a>
11	Last Date for seeking clarification.	07 <sup>th</sup> January 2026 at 18:00 Hrs.
12	Last date & time of uploading of Tender	21 <sup>st</sup> January 2026 at 16:00 Hrs.
13	Date and Time of Opening of Techno Commercial Bid	22 <sup>nd</sup> January 2026 at 16:30 Hrs.

14	Date and Time of Opening of Financial Bid	Will be informed after the evaluation of Techno commercial bid. (Only to the Bidders who has qualified in the technical evaluation).
15	Tender Inviting Authority	<b>General Manager (O&amp;M)</b> Chennai Metro Rail Limited, METROS, No.327, Anna Salai, Nandanam, Chennai – 600 035. Tel. No. 044 – 2437 8000.
16	Bidders barred from bidding for this work	Those who are single or JV (one party or as a whole) who have abandoned any contract executed for any Metro Rail Corporation, Corporate Companies / MNC / Central Govt. / State Govt. / PSU / Private Organization in India during last 05 years and or whose contracts have been suspended, terminated and /or Bidders who have been blacklisted and/ or banned, suspended, debarred by Metro Rail Corporation, Corporate Companies / MNC / Central Govt. / State Govt. / PSU / Private Organization during last 05 years or whose contracts were terminated as on date of submissions of bid are ineligible to apply for this tender.
17	Website from which Tender Documents and any additional information can be downloaded	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and CPPP Helpdesk Number +91 0120-4200462, +01 0120-4001002, +91 0120-4001005 E mail id: <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>  <a href="http://www.chennai-metro-rail.org">www.chennai-metro-rail.org</a>

**Note:** 1. In case of any change in the above scheduled dates, the same will be informed by CMRL to the Bidders in advance through publication in e-Procurement Portal and the CMRL website.

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

**For Managing Director, CMRL**

**General Manager (O&M)  
Chennai Metro Rail Limited.**

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## 1. DISCLAIMER

**1.1** CHENNAI METRO RAIL LIMITED, (hereinafter referred to as 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. CMRL or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Bid Document.

**1.2** 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.

**1.3** 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.

**1.4** CMRL reserves the right to change / modify / amend any or all of the provisions of this bid document at any stage. Such changes will be updated in the e-procurement portal.

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

**1.6** CMRL will not entertain or be liable for any claim and expenses in relation to the preparation of the Bid/s to be submitted in terms of this Bid Document.

**1.7** Bidders are advised to remain vigilant and monitor <https://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.

## 2. PREAMBLE

- a. **Law Governing the Contract:** The Tender and the contract shall be governed by the laws of Republic of India, as may be in force from time to time.
- b. **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 Office at No.327, Anna Salai, Nandanam, Chennai – 600 035.
- c. **Contract** means and includes the Contract Agreement, the Letter of Acceptance, Scope of Work, General Conditions of Contract, Special Conditions of Contract, the Tender and Tender Documents, the Notice Inviting Tender, Instructions to Tenderers, the Schedules and Annexures, and such further documents which are listed in the Letter of Acceptance or Contract Agreement, or that may be executed or brought into force in connection with the Work/Service.
- d. **Tenderer or Bidder** shall mean the person / the firm / Co-operative / company who tenders for the Work/Services with a view to execute the Work/Services on contract with the CMRL and shall include their personal representatives, successors and permitted assigns.
- e. **Tender Documents** means all documents whether containing words, figures or drawings which are, before the delivery of the Contractor's 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.
- f. **Words** importing the singular number shall also include the plural and vice versa where the context requires and similarly the words 'men', 'he' or the reference to masculine gender shall also include women, she and feminine gender and vice versa where the context requires.
- g. **Omissions and Discrepancies:** Should a Tenderer find discrepancies in or omissions from the drawings or any of the Tender Documents or should he be in doubt as to their meaning, he should at once notify CMRL, who may send a written instruction to all Tenderers. It shall be understood that every endeavour 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.
- h. **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 works under the contract and basis his / its satisfaction, the Contractor has come forward for participating in the Tender process.



- i. **Contractor's Office:** The Contractor shall establish an office in Chennai and the address with all contact details of the same shall be communicated to CMRL. Whenever change of his office is effected, the address of the changed location shall be forthwith intimated to CMRL without fail.
- j. **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 Contractor's Office, or to the address of the firm last furnished by the Contractor.
- k. **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.
- l. **Currency:** The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- m. **EMD:** Earnest Money Deposit means a sum of amount paid by the Bidders to CMRL in connection with and in accordance with this Tender.

### 3. INSTRUCTIONS TO TENDERERS

Design, Development, Testing and Implementation of a Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables and Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract for the period of five years in CMRL Operations Department.

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). The purpose of the document is to provide the Bidders with information to assist the formulation of their Bidding Documents.
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 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 digitally signed, as a token of acceptance of the terms and conditions of the Tender. The bidding forms and documentary proof for financial capabilities and work experience shall be signed, stamped and uploaded by the bidder into the CPP Portal. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the Bidder himself; or an 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. If a Tenderer submits, or if any one of the partners in a joint venture participates in more than one Tender then all such tenders in which the Bidder has participated will be considered invalid. 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.

5	The Tenderer is expected to examine the Tender Documents, including all instructions, forms, terms and specifications. Failure to furnish all information that are required in the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in rejection of their tender. CMRL's decision in this regard is final and binding on them.
6	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. If the Bidders fails to submit the above, the Bid will be considered invalid.
7	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.
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 work/s, not following statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidders performance. The Tenderers hereby authorize CMRL to collect such information directly or indirectly on the Tenderers in this regard.
9	Separate techno-commercial and financial bids are required to be submitted through online for the tender.
10	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. The selection process shall be conducted strictly in accordance with evaluation criteria specified in this tender document. The employer reserves the right to accept or reject any bid or all bids, subject to compliance with these criteria.
11	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 a later stage i.e. after completion of the Tender process then CMRL may also 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.
12	CMRL will display the name of the successful Bidder on CPP portal for information of all concerned.
13	Where counter terms & conditions are offered by the Tenderer, the Tenderer shall not be governed by those, unless specific acceptance of the same is conveyed in writing by CMRL.

14	<p>Bidders are advised to remain vigilant and monitor the website <a href="http://chennaietrorail.org">http://chennaietrorail.org</a>. &amp; <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> for all updates on the Tender Document such as addendum(s), reply to query, postponement of any schedule etc. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates.</p> <p>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.</p>
15	<p>In the event of the Contractor backing out/violation of the contract in the midway without the 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 in completing the work envisaged under the Tender.</p>
16	<p><b>Eligibility to participate in tender:</b></p> <ol style="list-style-type: none"> <li>1. Tenders are open to all eligible Bidders. In order to submit the bid, the Bidders have to get themselves registered on-line on the e-procurement portal (<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>) with valid Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.</li> <li>2. 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.</li> </ol> <p>The registration must be in the name of Bidder, whereas DSC holder may be either Bidder himself or authorized person.</p>
17	<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"> <li>a. Go to <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> web site.</li> <li>b. Click on the link <a href="#">eProcurement System Government of India</a> . It will take you to <b>the online enrolment</b> screen.</li> <li>c. Against <b>User type</b>, select either <b>individual</b> or <b>corporate</b>.</li> <li>d. Specify your <b>log in ID</b>, indicated in the application while applying for DSC.</li> <li>e. Create your own <b>password</b>. Before creating, refer to <b>Password Policy</b> that appears on the right side of the screen. Password should be in accordance with that policy.</li> <li>f. <b>Confirm the password</b> once again.</li> <li>g. Click on <b>next</b></li> <li>h. You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind <b>to fill all mandatory fields which are marked with an asterisk (*)</b>.</li> <li>i. After entering the fields, click on <b>Submit</b>.</li> </ol> <p>You will get a message that <b>Log In ID</b> registered successfully, that completes your entry.</p>

## 18. Tender Document:

18.1	This Tender is for <b>Part-A:</b> Design, Development, Testing and Implementation of a Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables, and <b>Part-B:</b> Comprehensive Annual Maintenance Contract for both Software, and hardware deliverables of the contract for the period of five years.
18.2	The bidder shall quote his bid as a sum for all the prescribed Work/Services as per the price schedule. The amount shall be arrived as total of all the unit wise cost. The Bidder shall quote his bid for all the Work/Service. The Bidder shall carefully quote in the financial bid. Incomplete quotes will lead to disqualification.
18.3	General conditions and special conditions shall be read and understood thoroughly consistent with the Tender Document.
18.4	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 a) Contract Agreement, b) Letter of Acceptance, c) Scope of Work, d) Special Conditions of contract and e) General Conditions of Contract.

18.5	<p><b>Price Bid:</b></p> <ol style="list-style-type: none"> <li>The Price bid containing the Price schedule will be in excel format and the Bidder shall quote the rates, taxes &amp; duties etc., for Computer Based Training Management System - <b>(CMRL-OPN 02-CBTMS -2025)</b> on this excel file only. Where, any row or column is not applicable, the Bidder has to indicate '0' against this and no cells shall be left blank.</li> <li><b>LOWEST Bidder shall be chosen on the basis of the least Total Quoted amount (Part A &amp; Part B), including all taxes, duties, levies, charges and statutory obligations and Goods and Services Tax (GST).</b></li> <li>The Bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time. The system will accept only the last submitted bid. The bidder can find out the status of his Tender online, any time after opening the bids. 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 name given in the Tender. The bid shall be summarily rejected if it is not accompanied with valid bid document cost of appropriate amount and no technical evaluation will be undertaken. Further the bid will not be eligible for financial opening. All bids are to be submitted on-line on the website (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>).</li> <li>If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</li> <li>In the event of identification of a potentially Abnormally Low and unbalanced Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.</li> <li>For the purposes of this, an Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.</li> </ol>
18.6	<p><b>Withdrawal of bid:</b></p> <p>The Bidder may withdraw his already submitted bid before the bid submission date and time. Bidders can seek clarification, if any, before the due date and time. The clarifications sought will be furnished by CMRL before the due date. Response to clarifications will be uploaded in CPP Portal / CMRL website Portal without agency/Vendor name.</p>

18.7	The Bidder has to agree to the on-line user portal agreement. Only then will the system permit the Bidder to proceed further in the system. 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.
18.8	If it is detected that there are discrepancies between BOQ data provided in excel & PDF, the data provided in excel shall only prevail.

## **19. EMD – Earnest Money Deposit**

19.1	The EMD shall be made payable without any condition to CMRL. An amount of 87,000/- (Indian Rupees Eighty- Seven Thousand only) is required to be paid only through online NEFT/RTGS/ e-BG from any scheduled bank of India to CMRL Bank Account mentioned and the UTR no is required to be filled in mandatory information for eligibility of the Bid (Annexure – 7), and the same needs to be signed and submitted along with the Techno-Commercial Bids. (Bidders must provide their GST Registration details)
19.2	All Bidders 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. Bidders registered under Micro Small Enterprises (MSE) are exempted from paying Bid submission Fee, EMD. In line with the above, the bidders who have valid MSE UDYAM Registration Certificate (Relevant to the Tender scope of work) shall upload the copy of same to avail exemption from Bid submission Fee, EMD. In the case of JV /Consortium, if a lead member is MSE firm, then JV/consortium will be exempted from paying EMD and Bid submission Fee, otherwise JV/consortium shall have to pay EMD and Bid submission Fee. MSE firms shall submit the Bid Security Declaration available in bidding forms along with UDYAM registration as part of the technical bid submission.
19.3	Bid securities(EMD) of the unsuccessful Bidders will be returned on or before the 30 <sup>th</sup> day after the award of the contract (Annexure -16).
19.4	The successful Bidder's bid security will be returned after signing of contract by Bidder & receipt of performance security.
19.5	<p>The EMD may be forfeited: -</p> <ol style="list-style-type: none"> <li>If the Bidder withdraws /modify his Tender during the period of Tender validity.</li> <li>In case of a successful Bidder failing to: - <ol style="list-style-type: none"> <li>Furnish the necessary performance security within the prescribed time limit.</li> <li>Commence the work as per terms and conditions of the Tender/CMRL instructions given in the Letter of Acceptance.</li> <li>Enter into the contract agreement within the time limit.</li> </ol> </li> </ol>

## **20. Authorized Signatory and Address of the Contractor**

20.1	<p>The bid signed by the authorized signatory of the bidder can only be accepted. In this regard, the authorized signatory shall submit the power of attorney along with the board resolution. The signatory of the Bidder shall attach an authorization certificate Annexure-3/ Annexure-4 mentioning:</p> <ol style="list-style-type: none"> <li>The proprietor, in case of Sole Proprietor firm or constituted attorney of such sole proprietor.</li> <li>One of the partners in the case of a Partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.</li> <li>All the partners, in a case of a Consortium, and the document under which each partner of the Consortium assumes joint and several liability for performance of the conditions of the Tender Document.</li> <li>In the absence of such authority all partners shall sign the Tender Document.</li> <li>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.</li> </ol>
20.2	<p>The Bidder whether sole proprietor, a limited company or a partnership firm or individual partner(s) shall submit along with the tender, a power of attorney duly stamped (Rs.100) and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person(s) specifically authorizing him/them to submit the tender, sign the agreement (Annexure – 3) receive money, compromise, settle, relinquish any claim (s) preferred by the firm and sign “No Claim Certificate” and refer all or any disputes to arbitration.</p>
<b>21. Tender Opening and Evaluation Process</b>	
21.1.	<p>All financial bids 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.</p>
21.2.	<p>The Tenderer shall completely fill the spaces provided in price schedule in excel format and upload the same as financial bid.</p>
21.3.	<p>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 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.</p>
21.4.	<p>After evaluation of technical-bids, only successful Bidders who have participated in the Tender will be informed regarding the acceptance of their tender (All bidders shall be informed of the status of their bid through CPP Portal). Thereafter, a system generated e-mail confirmation will be sent to the successful Bidders communicating the date and time of opening of price-bid</p>
21.5.	<p>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 DSC.</p>
21.6.	<p>Techno-commercially qualified bids will be evaluated on the total cost of Work/Services quoted inclusive of all taxes, duties and other charges as per the price schedule.</p>



21.7.	The system will generate a comparative statement. Therefore, all costs are to be indicated in the price schedule format. The successful Bidders will get information regarding the status of their financial bid and ranking of Bidders on website.
21.8.	The LOA will be issued to the lowest Evaluated L1 bidder in financial bid who had techno-commercially qualified and subject to fulfilling other requirements specified in this Tender
21.9.	No representations will be entertained in the matter of selection of the techno-commercially qualified L1 Bidder.
21.10	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.
21.11	CMRL reserves the right not to return back or disclose any documents that are submitted along with this Tender.
21.12	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.

## 22. Eligibility and Qualification Criteria of Bidder

S. No.	Criteria	Documents to be submitted
22.1	<p><b><u>Average Annual Turnover</u></b></p> <p>Average annual financial turnover for any 3 financial years out of last 5 years should be at least Rs.26 Lakhs (Rupees Twenty - six lakhs Only). Please refer to Annexure 7 (Form 1).</p>	<p>Chartered Accountant certified Balance Sheet &amp; Profit loss statement for the year</p> <p>2020 - 2021 2021 - 2022 2022 - 2023 2023 - 2024 2024 - 2025</p>

**Previous Work Experience (Annexure – 6)**

The bidder shall have continuous experience as prime contractor (Single/JV member) or subcontractor in handling contracts on development of CBT/web/mobile/ application or any other training related Application/ Web/Mobile modules between 01/01/2020 up to the last date of bid submission, shall be as follows:

(a) Three similar completed Work/Services each costing not less than the amount equal to **Rs.34.6 Lakhs.**

Or

(b) Two similar completed Work/Services each costing not less than the amount equal to **Rs.43 Lakhs.**

Or

(c) One similar completed work costing not less than the amount equal to **Rs.69 Lakhs.**

Certificate (s) in the given format (Annexure – 6) to be produced duly signed by the previous customer(s).

22.2

**Similar Work means:**

Design, Development, and Implementation of a Computer/Application Based Training Management System (CBTMS)/ Web-Based Training Modules (WBT)/ Learning Management System (LMS)/ e-Learning/Interactive tutorials/Gamified training in SaaS (Software as a Service). The said similar work shall be completed and implemented as a Contractor preferably in a Metro rail Organization / Corporate Companies/ MNCs / Central Govt or State Govt or PSU/ Private Organizations and any recognized educational institutions in India.

**Note:**

1. For running contracts, the contract value will be reckoned only up to the period for which the last payment was received.
2. Completed work means Similar Work that is fully completed and paid.

**Proof of Experience:** Copies of the work orders and certificate for satisfactory performance of the work issued by respective clients shall be enclosed.

- a) Relevant particulars of the Tenderer for the above-mentioned eligibility criteria shall be submitted in Annexure – 6.
- b) In case of Joint venture /Consortium/Partnership, at least one of the partners/members should have required work experience as above.
  - i. 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
  - ii. To substantiate the subcontractor's experience, the Certificates from main contractor shall be appended with due authorization letter /consent letter from the client.

22.3	<b>Net worth:</b> The Bidder's net worth calculated as the difference between total assets and total liabilities should be positive in at least three years in last Five years.	Annexure – 7 (Form – 2)
22.4	<p><b>Legal Status of the Bidder (Who can apply): -</b></p> <p>a. The Bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm/Consortium registered under the Partnership Act, 1932 or a group of entities (the 'Consortium') coming together to render desired Work/Services under and/or in relation to the contract.</p> <p>b. A Bidder may be a Private Entity or Government-owned entity or any combination of the above. In case of a consortium, all members of the consortium having a prior written arrangement viz. Joint Bidding Agreement identical to (Annexure-2) or an existing agreement of a Joint Venture/Consortium wherein each member of the consortium undertakes joint and several liability to fulfill all the obligations under the Tender Document and accompanied by a duly notarized power of attorney document that authorizes one member of the consortium to be the single point of contact for all matters relating to this Tender.</p> <p>c. The said arrangement of the Members of Consortium shall not be for less than Seven (7) years and shall subsist during the term of the contract.</p> <p>d. A bidder should be</p> <ol style="list-style-type: none"> <li>An Indian Company incorporated under Companies Act. 1956/ 2013 or a partnership firm under Partnership Act 1932 or a proprietorship firm recognized by Government of India. OR</li> <li>Foreign Company registered under relevant legislation in its country of origin and having a registered office in India to conduct the business OR</li> <li>Consortium/Joint Venture of not more than three companies of (a) and / or (b) above. All the JV members must have office in India.</li> </ol> <p>Note: Any Bidder compliant to clause 9 (a) of the Public Procurement (Preference to Make in India), Order 2017 is eligible to bid in this tender. Bidders from India's land border countries can participate in the tender only if registered with the Competent Authority, adhering to DoE Office Memo F.No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020. It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV also), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.</p>	
<b>23. Additional Mandatory Requirements:</b>		
23.1.	All other mandatory requirements have been enlisted at (Annexure -7) of the bid document. This includes Permanent Account Number, GST Registration, ESIC (if applicable) and PF Registration (if applicable).	
23.2	Undertaking by the Bidder to permit conduct of audit by CMRL at any time within the contract period (Annexure – 13).	

23.3	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 five financial years to be enclosed as per <b>Annexure-7</b> (Form – 1).
23.4	Undertaking by the Bidder for compliance.
23.5	No part of the Financial Bid shall be submitted in the technical bid, otherwise bid shall be rejected summarily.
23.6	The bidder shall have a registered office in Chennai and shall maintain a support team throughout the tenure of the contract to provide necessary assistance and services as required.
23.7	The Bidder Shall have to Submit the proof of valid authorization certificate from a recognized SaaS service provider.

#### 24. Joint Venture / Consortium

24.1	<p>Bids submitted by a consortium must comply with the following requirements:</p> <ul style="list-style-type: none"> <li>a) The joint venture / consortium shall furnish a Joint Bidding Agreement (Annexure – 2) in non-judicial Stamp Paper of minimum <b>Rs.100/-</b> as per the format provided in this document, which shall be legally binding on all the members.</li> <li>b) The number of joint venture / consortium members shall not exceed three.</li> <li>c) The joint bidding agreement for the joint venture / consortium shall state the responsibility regarding the techno-commercial and financial arrangements in respect of each member in the joint venture / consortium.</li> <li>d) The members of the joint venture consortium shall nominate one member as the “<b>Lead Member</b>” to act on behalf of the others as their representative to apply/bid for the award of the Tender. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members as per the format shown in this document (Annexure – 4).</li> <li>e) The percentage share of “Lead Member” shall be more than 40% and other members in consortium shall be more than 25%.</li> <li>f) No change in the composition of a consortium shall be permitted after submission of bid.</li> <li>g) A company or a firm can be a member in only one consortium. If a company or a firm participates in more than one bid, all bids of which it is a part shall be summarily rejected.</li> <li>h) All members of the joint venture / consortium shall be jointly and severally liable for the obligations and responsibilities entailed by the contract agreement.</li> <li>i) In the event of death of lead partner or other partner during the tenure of the contract, the legal heirs shall be permitted to continue for the unexpired period of contract, with the approval of CMRL. In the event of any of the partner withdrawing from the joint venture / consortium, it is the decision of CMRL to terminate / continue of the contract.</li> <li>j) At least one member of the consortium shall have a registered office or a group company office or a representative office in India as per Indian Companies Act – 1956 and shall have been in existence for at least 12 months.</li> </ul>
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#### 25. Fraud and Corrupt practices:

25.1	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 is determined 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.
25.2	In such an event, CMRL shall Forfeit and appropriate the EMD 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. Debar the Bidder to participate in any bid issued by CMRL for a period of <b>2 (Two) years</b> from the date of occurrence of such event.
25.3	<p>For the purposes of this Clause 25.3 the following terms shall have the meaning hereinafter respectively assigned to them:</p> <p>a) <b>Corrupt practice</b> means (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 Services of CMRL, shall be deemed to constitute influencing the actions of a person connected with the bidding process) ; or 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.</p> <p>b. <b>Fraudulent practice</b> means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.</p> <p>c. <b>Coercive practice</b> means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.</p> <p>d. <b>Undesirable practice</b> means 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 having a conflict of interest ; and</p> <p>e. <b>Restrictive practice</b> means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.</p>
25.4	A certificate against malpractices (as per Annexure – 12) is to be submitted by the Bidders.
<b>26.</b>	<b>Default</b>

26.1	If the Contractor has abandoned the contract or is not executing the Work/Services 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 without thereby releasing the Contractor from any of his other obligations or liabilities under the contract.
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## 27. Bankruptcy

CMRL may at any time by notice in writing summarily terminate the contract without compensation on any of the following events:-

27.1	If (i) the Contractor shall at any time be adjudged bankrupt, (ii) any of the account of the Contractor being declared an NPA, (iii) in the opinion of CMRL has become incapable of paying off its creditors, (iv) the Contractor has a receiving order or order for administration of his estate made against him, (v) if the Contractor has initiated any proceedings for liquidation or composition under the relevant legislation for the time being in force, (vi) if the Contractor make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or
27.2	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.

## 28. Labour laws

28.1	<p>The Contractor shall comply with the provisions of all labour legislation's including but not limited to the requirements of:</p> <ol style="list-style-type: none"> <li>The Contract Labour Act, 1970</li> <li>Minimum Wages Act 1948</li> <li>Weekly Holidays Act 1942</li> <li>Prevention of Child Labour Act (No child labour shall be employed by the Contractor)</li> <li>The Payment of Wages Act, 1936</li> <li>Hours of employment Regulations</li> <li>The Workmen's Compensation Act, 1923</li> <li>The EPF Act</li> <li>The Bonus Act</li> <li>The ESI Act</li> <li>The Maternity Act</li> <li>The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and any other Acts, Rules, Regulations or Statutes, which are in force or which are to be passed by both the Central Government and State of Tamil Nadu.</li> </ol>
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## 29. 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

29.1	The Bidder shall upload a copy of the Tender Document duly signed and stamped. All other associated / required documents to be duly numbered signed and stamped.
29.2	Power of attorney in the name of authorized signatory, in case the documents are signed by the authorized signatory of the Bidder Annexure 3/ Annexure 4
29.3	Each Bidder (each member in the case of a consortium) shall be required to confirm and declare (Annexure 12) with the Tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any Work/Service, or any other items or works related to the award and performance of the contract
29.4	The Bidder shall be required to enclose self-attested documents, as in (Annexure- 7) along with the Techno-Commercial Bid. The Bidder shall be required to enclose the check list as in (Annexure -8) of this Tender Document.
29.5	The Bidder shall submit the initial filter criteria (Annexure- 9) duly filled in, on the letter head of its company. Bidder has to first qualify the initial filter criteria in order to be eligible for evaluation of their techno-commercial bid.
<b>30. Tender Clarification Process</b>	
30.1	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 General Manager (O & M), as per schedule given in the Notice Inviting Tender. Reply to query/ Addendum if any given by CMRL, shall form part of the Tender Document.
30.2	All queries related to this Tender shall be submitted in writing before or at the time of the pre-bid meeting. No queries will be entertained after the last date for seeking clarifications as
30.3	Except for written clarifications (Reply to query(s)) from the General Manager (O & M), which is expressly stated to be an addendum to the Tender Document issued by CMRL, no written or verbal communication/explanation by any other employee of CMRL shall be taken to bind or fetter CMRL under the Tender/contract.
<b>31. Cost of Tendering</b>	
31.1	The Bidder shall bear all costs associated with the preparation and submission of his Tender and CMRL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
<b>32. Tender Validity</b>	
32.1	The Tender shall remain valid and open for acceptance for a period of 180 days from the Last date of submission of the tender. 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 E-mail. 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.
<b>33. Tender Prices</b>	



33.1	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.
33.2	The prices shall be quoted in Indian Rupee (INR), 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.
33.3	<p>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 Utilized by the Bidder, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc.</p> <ul style="list-style-type: none"> <li>• For Part-A- All prices quoted shall be “Total cost excluding GST” vide <b>BoQ-2</b>.</li> <li>• For Part-B- All prices quoted shall be “Total cost excluding GST” vide <b>BoQ-3</b>.</li> </ul>
33.4	GST as applicable will be reimbursed by CMRL based on submission of proof in original by the Contractor.
33.5	Conditional bids will be summarily rejected.
<b>34. Other Tender Guidelines</b>	
34.1	CMRL reserves the right not to proceed with the Tender process at any time without any notice, justification or liability.
34.2	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.
34.3	The Tender is not transferable under any circumstances.
34.4	Telegraphic, conditional or incomplete tenders will not be accepted. Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
34.5	Deleted
34.6	CMRL may not consider Bidders who have poor performance records such as abandoning work, not following statutory requirements, financial failure, etc.
34.7	Bidders are advised to submit only one Tender either by themselves, or as a partner in a joint venture, or as a consortium. If a Bidder, or if any one of the partners in a joint venture, or any one of the members of the consortium participates, submits more than one tender, all the tenders in which the Bidder has participated shall be considered invalid.
34.8	Personnel deployed shall be on-role of successful Bidder and shall not be outsourced.
34.9	Sub-Contractor shall not contact directly with CMRL under any circumstances. All rules and regulations applicable for principal Contractor’s employees will be applicable to them also.
<b>35. Award of Tender</b>	



35.1	<p>CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ol style="list-style-type: none"> <li>Suspend and / or cancel the bidding process and / or amend and / or supplement the bidding process or modify the dates or other terms and conditions relating thereto.</li> <li>Consult with any Bidder in order to receive clarification or further information.</li> <li>Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or</li> <li>Independently verify, disqualify, reject and / or accept any or all submissions or other information and / or evidence submitted by or on behalf of any Bidder.</li> </ol>
35.2	<p>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.</p>
35.3	<p>The disclaimer as stated in this document shall be deemed to be the part of this document.</p>
35.4	<p>The selected Bidder shall have to execute a contract agreement with CMRL.</p>
35.5	<p>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.</p>
35.6	<p>Responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality or reservation.</p>
35.7	<p>Non- Responsive bid is the one,</p> <ol style="list-style-type: none"> <li>that limits in any substantial way the scope, quality, or performance of the product/material/ Work/Service.</li> <li>Limits, in any substantial way that is inconsistent with the Tender Documents, CMRL's rights or the successful Bidders obligations under the contract; and</li> <li>that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. If a bid is not substantially responsive, it will be rejected by CMRL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</li> </ol>
35.8	<p>CMRL 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.</p>
35.9	<p>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 average annual turnover for the last 5 financial years.</p>

35.10	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.
<b>36. Letter of Acceptance (LOA)</b>	
36.1	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 (7) days from the date of issue of LOA.
36.2	Letter of Acceptance shall communicate the sum which the CMRL would pay to the Contractor during various stages of the contract period, as set 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').
36.3	No correspondence will be entertained by CMRL from the unsuccessful Bidders.
36.4	Upon Letter of Acceptance being signed and returned by the successful Bidder, CMRL will promptly notify the unsuccessful Bidders and return their EMD thereof.
<b>37. Signing of Contract Agreement</b>	
37.1	CMRL shall prepare the contract agreement, duly incorporating all the terms and conditions of the tender.
37.2	For the purpose of preparing the contract agreement, the successful Bidder shall be required to deposit 2 Non-Judicial Stamp Papers each of Rs.100 value.
37.3	<p>Prior to signing of the contract agreement, the contractor shall provide, within 21 days of the Letter of Acceptance, the following.</p> <p>a) Performance security</p> <p>b) the evidence such premium invoice or other official correspondence towards the Commercial General Liability insurance, Professional Indemnity Insurance and other policies The contractor shall provide the complete original insurance policies to the employer within 45 days of LOA.</p>
37.4	The contract agreement shall require to be executed within thirty days (30) from the date of issue of the Letter of Acceptance.
<b>38. Confidentiality</b>	
38.1	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 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 information.
38.2	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.

<b>39. Organization Chart &amp; Work plan</b>	
39.1	The Contractor is required to submit to the Employer an organization chart delineating the core team's structure. This submission should include the necessary contact details, comprising email addresses and mobile numbers, for each team member.
39.2	Additionally, the Contractor shall provide an escalation matrix outlining the hierarchical process for issue resolution. The submission must include a clear timeframe for escalating issues, ensuring a timely and efficient resolution process. The organization chart and contact details should be kept up to date throughout the project.
39.3	The Contractor shall submit the above documents to the Employer, within twenty-one (21) days of the date of receipt of LOA.
39.4	The Contractor is required to submit a comprehensive schedule of the work plan to CMRL for approval. This schedule must encompass all project phases and activities, providing a detailed overview of the proposed timeline for each task in D+X days format. CMRL retains the right to thoroughly review and approve the submitted work plan to ensure strict alignment with project objectives and timelines.
39.5	The Employer reserves the right to instruct the Contractor, at any time during the contract period, to modify the organization chart and work plan, to meet the contractual requirements. Any such modification shall not have any bearing on the contract price.
<b>40. Indemnity by Contractors</b>	
40.1	The Contractor shall indemnify and save harmless 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.
40.2	Contractor shall submit the indemnity bond such that the Contractor's staff shall not raise claim of any type, payment and employment etc. with CMRL. After completion of contract the Contractor shall withdraw all of his staff from the site without any claim.
40.3	The indemnity bond shall be in non-judicial Stamp Paper of a minimum of Rs.100/- value as per the format given in Annexure-11.
40.4	CMRL is a ISO 9001 & 14001 certified to all its O&M services. The Contractor shall follow the best industrial practice in order to achieve the certification standards. Any instructions in this regard by CMRL shall be followed.
40.5	<p>The Contractor shall, at all times indemnify the CMRL against all claims and penalties which may be suffered by the CMRL or its employees by reason of any default on the part of the Contractor or its staff in due observance and performance of provision of:</p> <ol style="list-style-type: none"> <li>The Contract Labour Act (1970)</li> <li>Minimum Wages Act 1948</li> <li>Weekly Holidays Act 1942</li> </ol>

	<ul style="list-style-type: none"> <li>d. Prevention of Child Labour Act (No child labour shall be employed by the Contractor)</li> <li>e. The Payment of Wages Act, 1936</li> <li>f. Hours of employment Regulations</li> <li>g. The Workmen's Compensation Act, 1923</li> <li>h. The EPF Act</li> <li>i. The Bonus Act</li> <li>j. The ESI Act</li> <li>k. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</li> </ul> <p>And any other Acts, Rules, Regulations and Statutes in force or to be passed by Union Government of India or State Government of Tamil Nadu.</p>
<b>41. Change in Scope</b>	
41.1	CMRL shall have the right to propose and order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Scope of work/Schedule of service (hereinafter called "Change"), provided that it is technically practicable.
41.2	The change order shall be binding on the Contractor to implement in reasonable time as specified in change order.
41.3	The variation to the contract is limited to a maximum of 30% (increase or decrease) from the contract Price.
41.4	The Contractor shall revise the documents, to suit the requirements arising as per change in scope.

## 4. Scope of Work

The Computer Based Training Management System (CBTMS) shall be developed to effectively manage the training activities of the Operations branch of Chennai Metro Rail Limited (CMRL). It shall comprise three primary modules: Computer Based Training (CBT), Computer Based Evaluation (CBE), and Training Management Module (TMM). The system shall be designed to digitalize and streamline the training process, support data-driven insights to enhance training quality and evaluation, facilitate automated report generation for documentation, ensure effective and efficient record keeping, and provide a user-friendly experience for all users.

### Part-A

➤ Design, Development, Testing and Implementation of a Computer Based Training Management System (CBTMS) along with Interactive Video in CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables which shall run at locations specified by CMRL.

➤ The proposed application would be an internet-based **Software as a Service (SaaS)** application running from a centralized location. The application would follow a modular architecture where in different modules would interact and share data between themselves.

#### 1. Training Management Module

**1.1 User Management:** The system shall manage login credentials for administrators, Manager, Training coordinators, Instructors, and Trainees. The module shall enable authorized users to create, modify, view, block, activate/deactivate, and delete user profile as required.

##### 1.1.1 Roles and Rights Management

The system shall include a User Access Control feature that enables administrators to define and manage user roles, permissions, and access rights. Each role shall have access only to the modules and functions relevant to its responsibilities. The administrator shall be able to grant specific rights to individual users for performing designated actions or tasks within the system. The module shall support role-based access control (RBAC) to ensure data security, operational integrity, and controlled access to system functions.

##### 1.1.2 Support for Dual Roles

The system should be designed to accommodate users with multiple roles, such as instructor, training coordinator, and trainee, simultaneously. This means that a single user account can have the permissions and access levels associated with each of these roles, allowing the user to perform the corresponding functions seamlessly.

##### 1.1.3 Password Management

The system shall provide password reset and recovery functionality for all users. It shall allow users to securely reset forgotten passwords and recover access to their accounts through administrator-approved or self-service mechanisms.

#### **1.1.4 User Status / Account Lifecycle**

The system shall track user accounts with different statuses, including active, inactive, blocked, or archived. It shall support automatic expiry of temporary accounts, such as contractor or trainee accounts, after a defined period for each user category, ensuring proper account lifecycle management.

#### **1.1.5 User Profile Update**

The system shall allow trainees and instructors to update selected personal details, such as contact information, through a self-service interface. All changes shall be subject to administrator approval to ensure data accuracy and security.

#### **1.1.6 User Blocking**

Once a trainee account is blocked, the system shall ensure that the trainee cannot be re-inducted or re-enrolled into the system unless explicitly authorized by the Administrator. For this purpose, the user ID reference and photo shall be linked to enable unique identification and prevent duplicate registration.

#### **1.1.7 Bulk User Management**

The system shall provide functionality to import and export users' data in bulk using standard formats such as Excel or CSV. It shall also support bulk assignment of roles and permissions to efficiently manage multiple users at once.

#### **1.1.8 Report**

The system shall provide a report summarizing key user information, including the number of trainers categorized by department and external/internal status, and the number of trainees along with their designation and current status. The report shall support filtering by department, role, and batch, and shall be exportable in standard formats such as Excel or PDF for administrative review.

**1.2 Data Collection:** The system should collect personal data, educational qualifications, and department/company details from new trainees/trainer and other users. The data shall be collected in the prescribed format as per annexure.

##### **1.2.1 Induction Batch Enrolment and Data Submission**

- i. Upon creation of a new induction batch in the training calendar, the system shall generate a shareable secure link.
- ii. Trainees shall use the link to fill in personal information and upload list of documents for verification.
- iii. The link shall expire either upon reaching the batch strength or on the first class day of the batch, configurable by the administrator.
- iv. An authorized user shall be able to approve or reject the submitted form after review of documents and request re-upload if necessary.
- v. Upon approval, the system shall create a user ID and password for the trainee and notify trainees securely, along with the mobile application link.
- vi. Batch membership shall be confirmed after first-day attendance approval

### **1.2.2 Role-specific data collection**

The system shall provide role-specific data collection forms for trainers, administrators, and managers. Users shall submit their personal information and upload required documents securely via the system or mobile application

### **1.2.3 Data Validation**

The system shall validate all entered data and uploaded documents for correctness, format, and completeness

### **1.2.4 Tracking**

Ability for admins to view status of each trainee's form: pending, approved, rejected, or re-upload requested.

### **1.2.5 Report**

The system shall generate reports on form submission rates, pending approvals, and first-day attendance confirmations to enable management review and monitoring of the induction batch enrolment process.

**1.3 Training Calendar:** The system shall provide a comprehensive training calendar to plan, schedule, and manage all training activities. It shall support creation, modification, and deletion of training batches, and track training for Induction, Refresher, and Special courses. The calendar shall cater to internal operations staff, other department staff, and staff from other organizations, providing a centralized platform for efficient training management, monitoring, and reporting.

#### **1.3.1 Training Slot Generation**

The system shall allow the generation of training slots with unique reference numbers for new batches. Each slot shall include, but not be limited to, the following batch details:

- i. Department
- ii. Trainee designation
- iii. Type of course
- iv. Batch strength
- v. Course duration
- vi. Course Starting Date
- vii. Training Coordinator
- viii. Organization Name

#### **1.3.2 Due Date Markers**

The calendar shall display visual markers indicating the due dates for refresher courses, Periodic Medical Examinations (PME), and similar events. The marker colour or icon type shall vary based on the type of course or event to allow easy visual identification. Markers shall appear in advance of the actual due date, with the lead time configurable in days as a system parameter. The system shall automatically calculate the due date and lead time from the training database based on the training date. In addition, the system shall allow the manual addition of markers by the training coordinator. Upon updating batch details, the corresponding course slots shall be automatically updated in the training calendar to reflect the latest information.

#### **1.3.3 Training Calendar Management**

The system shall allow the training coordinator to add, modify, and delete training batches within the calendar. It shall support updating batch details, including course type, batch strength, start and end dates, and training coordinator, with changes reflected dynamically in the calendar. The

system shall also support rescheduling, reallocation of trainees, and other batch management operations as required during the calendar year.

#### **1.3.4 Trainee Allocation**

The system shall allow the training coordinator to allocate trainees to each batch from the trainee database. The trainee list shall be prefiltered by batch parameters (type of course, trainee designation...) and filterable by other details (Name, Designation, Company Name) to enable efficient and accurate allocation.

#### **1.3.5 Holiday Management and Course Scheduling**

The system shall maintain a configurable list of holidays and mark them in the calendar according to holiday types (Weekends, Government Holiday & Restricted Holiday etc.). The course bar chart shall be plotted based on the course start date and course duration from the training syllabus, taking into account the configured holidays to ensure accurate scheduling.

#### **1.3.6 Training Calendar UI**

The system shall provide a bar chart-based calendar where each course is represented as a bar spanning its start to end date. Each bar shall display basic course details inline on the left, including Sl. No., Batch Reference, Batch Strength, Status, and Training Coordinator Name, enabling users to easily identify and manage course information at a glance. The system shall allow users to navigate and view courses for all months of the year. Users shall be able to create new courses via a form and modify existing courses by clicking on chart elements, with the chart updating dynamically to reflect any changes.

#### **1.3.7 Centralized Course Management**

Each training calendar course slot shall serve as a central access point for course management. The segments in the course slots shall be clickable and provide direct links to all related modules, including course updates, exam conduction, report generation, mark sheet viewing, class attendance, and training status tracking, enabling users to manage all aspects of the training program seamlessly from the calendar.

#### **1.3.8 Logics and Definitions**

The system shall support definition and management of training logics based on parameter settings, including, but not limited to, eligibility, batch and classroom capacities, and maximum daily batches. Logics shall be enforced automatically, with provision to add new logics as per requirement.

#### **1.3.9 Report**

The system shall generate a training calendar report at the beginning of the calendar year, detailing the planned training schedule. It shall also generate a year-end report showing the actual training conducted, including the completion status of planned training and any new training batches added during the year, enabling comparison between planned and conducted training activities. The system shall enable generation of reports on training conducted, batch-wise and training type-wise, for any specified date range, providing flexibility for monitoring, analysis, and management review.



## **1.4 Training Syllabus :**

The system shall allow the creation of the training syllabus for each course type. Each syllabus shall define number of days, sessions per day, session duration, subject/module name, topic name, topic content, training type, and training method. The syllabus shall be stored as a reusable template for all courses (e.g., Induction Course for Train Operators). The module shall support adding, deleting, copying, and modifying syllabus templates, enabling flexible course planning and reuse across batches.

**1.5 Training Scheduler:** The system shall allow the training coordinator to create session-wise training schedules for each batch.

### **1.5.1 Syllabus Mapping to Training Calendar**

The system shall derive the schedule from the syllabus template based on course type and batch, and map the schedule to the training calendar dates of the batch.

### **1.5.2 Topic Sequencing**

Sequencing the topics for each session based on prevailing conditions and operational requirements. The system shall ensure all topics in the template syllabus are covered, avoid repeated topics, and highlight topics not yet scheduled for easy allocation.

### **1.5.3 Trainer and Classroom Assignment**

The system shall assign the trainer and classroom for each session to generate a final course plan. A trainer assigned to one classroom shall not be assigned to another classroom simultaneously. However, a trainer may handle two batches in the same classroom, provided the total room capacity is not exceeded.

### **1.5.4 Course Plan Publication and Notifications**

The finalized course plan shall be published weekly or at a configurable period to trainer and trainee dashboards, with automatic notifications and reminders to support class planning and preparation

## **1.6 Attendance Management**

**1.6.1 Attendance Recording:** The system shall provide functionality for recording attendance for all training sessions — both classroom and onsite.

- i. **Trainer Attendance:** Trainers shall be able to record their own attendance as well as mark or verify the trainee's attendance at end of each classroom session through the system.
- ii. **Trainee Attendance (Class room/ Onsite Training):** Trainees participating in Class room / Onsite training shall be able to register their attendance at start of the each session, which shall then be acknowledged and verified by the respective trainer or training coordinator.
- iii. **Modes of Attendance Marking:** Attendance marking shall be supported through:
  - a. A mobile application or an equivalent digital interface, and/or

- b. Biometric authentication integrated with the system.
- iv. **Data Sync & Validation:** The system shall ensure real-time synchronization of attendance records with the central database and maintain validation to prevent duplicate or fraudulent entries.
- v. The attendance shall be tracked and monitored through the Administrator's and Training Coordinator's dashboards.

### 1.6.2 Attendance Reports

The system shall provide pre-defined report templates and customizable reports to document and monitor **trainer and trainee training hours**.

Users shall be able to define the reporting period dynamically, ranging from daily, weekly, monthly, quarterly, annually, or for any custom date range. Each pre-defined report shall be available in a printable format, with the CMRL logo and authorized signatory section for official documentation purposes.

Reports shall be generated and categorized based on various classifications, including Inhouse Trainee/Trainer, External or Contract Trainee/Trainer, Executive and Non-Executive (CMRL), and by Designation or Group of Designations, to facilitate detailed and structured analysis of training activities across different categories.

The following report types shall be available, but not limited to:

- i. **KPI Report** – Summarizes total trainee hours and trainer hours, with details such as batch reference, number of trainees, training days, and hours per day.
- ii. **Honorarium Report** – Displays the total training hours conducted by each trainer for honorarium processing, including batch reference, number of trainees, topics covered, date, trainer name, employee number, and session duration.
- iii. **Batch-wise Trainee Attendance Report** – Provides detailed trainee attendance for each batch by session wise.
- iv. **Batch-wise Trainer Attendance Report** – Provides detailed trainer attendance for each batch with training details.

### 1.6.3 Attendance-Based Examination Eligibility and Internal Assessment

The attendance management module shall enforce examination eligibility and internal marking criteria based on attendance. Parameters such as number of allowable absences (e.g., 1 day, 3 days, 6 days), minimum attendance percentage, and related actions (e.g., training extension, repeat of course, discontinuation, reduction of internal marks) shall be configurable by the Training Coordinator to align with the approved training manual.

The system shall provide the following capabilities:

- i. Configurable rules for absence limits and consequences (e.g., extension, repeat, discontinuation).
- ii. Configurable rules for internal marks calculation based on attendance percentage.
- iii. Automatic generation of alerts when trainees approach or exceed absence limits.

- iv. Integration of attendance compliance into eligibility for appearing/reappearing in examinations.

**1.7 Assignment Management:** The Assignment module shall be integrated with the training calendar and training scheduler. It shall enable the Training Coordinator to issue assignments to trainees, track completion, and review assignments for awarding internal marks.

**1.7.1 Configurable Assignment List**

The system shall maintain a configurable assignment list for each course type.

**1.7.2 Automatic Notification**

Assignments shall be notified automatically to trainees upon completion of each module or subject class.

**1.7.3 Submission**

Trainees shall be able to complete the assignment and submit assignments directly via the system.

**1.7.4 Tracking**

The system shall track the completion status of assignments for each trainee, providing visibility of progress.

**1.7.5 Review and Internal Marks**

Upon assignment submission, each trainee's assignment shall be reviewed, and internal marks shall be awarded either manually by the Training Coordinator or automatically, based on the percentage of assignment completion relative to the original task. The system shall also provide an override option for the Training Coordinator to adjust marks or completion status as required.

**1.8 OJT / On-Site Class Management:** The OJT module shall be integrated with the training calendar and training scheduler. It shall enable the Training Coordinator to assign OJT tasks to trainees, track task completion, and review OJT performance for awarding internal marks.

**1.8.1. OJT Roster Creation**

The system shall enable the Training Coordinator to create a roster for each trainee in the batch, including station allotment, shift, and OJT assessment slots within the roster, with dates aligned to the training calendar.

**1.8.2. Configurable OJT Task List**

The system shall maintain a configurable OJT task list for each course type to be completed during OJT, allowing customization based on training requirements.

**1.8.3. OJT Task Submission**

Trainees shall be able to mark attendance for each shift as per the roster, select completed OJT tasks, input data related to OJT such as training driving kilometres, and upload OJT reports for review.

#### **1.8.4. Tracking**

The system shall provide a dashboard for the Training Coordinator to track the collection, completion, and approval status of all OJT tasks for the batch.

#### **1.8.5. Review and Internal Marks**

The Training Coordinator shall be able to approve or reject OJT tasks after reviewing the submitted data on the designated OJT review date, and award internal marks during the final review.

### **1.9 Feedback Management:**

The system should collect feedback from trainees for the overall training experience and for each instructor/subject. The trainee shall be provided with in his/her dedicated login access a different types of feedback like Course feedback, module feedback, Assessment feedback, instructor feedback and user experience feedback. This feedback shall be available in instructor/admin dashboard for viewing on real time if requires response to the feedback shall be provided. the questions for the feedback form should be definable from the admin login. Feedback reports, including batch-wise reports, should be generated for ISO documentation to provide insights into the training quality for each batch

#### **1.9.1. Feedback Collection**

The system shall automatically collect feedback from each trainee upon completion of each module/subject and upon completion of the full course for each batch. The feedback questions shall capture comprehensive inputs from trainees, focusing on key areas such as the overall training experience, the performance and effectiveness of each instructor, and the content quality and delivery of each subject or module.

#### **1.9.2. Feedback Configuration**

Questions for all feedback forms shall be configurable and editable through the admin login. The feedback form shall also be configurable for each type of course

#### **1.9.3. Feedback Monitoring and Alerts**

All feedback shall be visible in the Instructor/Admin/training coordinator dashboard in real time, allowing monitoring of the progress of feedback completion. The system shall automatically send notifications and reminders to trainees to complete their feedback until it has been submitted.

#### **1.9.4. Feedback Reports**

The system shall generate batch-wise feedback reports covering the following areas:

- Overall training experience
- Performance and effectiveness of each instructor
- Content quality and delivery of each subject or module

The reports shall include graphical charts, overall percentage scores for each question, and all trainee comments for comprehensive analysis. Provide options to export data in Excel, PDF, or other formats for reporting and ISO documentation.

#### **1.9.5. Analytics and Insights**

The system shall provide analytics and insights course-wise, batch-wise, subject/module-wise, and instructor-wise, displaying overall scoring for each category. The analytics shall highlight feedback scores from highest to lowest, indicating areas that require improvement at the course, batch, subject/module, and instructor levels.

### **1.10 Periodic Medical Examination (PME) Management**

#### **1.10.1. PME Data Management**

The system shall maintain Periodic Medical Examination (PME) data for all staff; it shall automatically generate a list of employee's due date for PME based on parameters such as age and last PME date. The system shall also enable the Line Manager/Train coordinator to record completion of PME along with the corresponding medical records and remarks for documentation and tracking purposes.

#### **1.10.2. Configurable PME Rules**

The system shall provide functionality to configure PME periodicity rules in accordance with the age brackets and fitness levels defined for different staff categories.

#### **1.10.3. Automated Alerts and Notifications**

The system shall automatically generate alerts at configurable intervals. Alerts shall include details of staff due for PME to facilitate proactive planning and scheduling

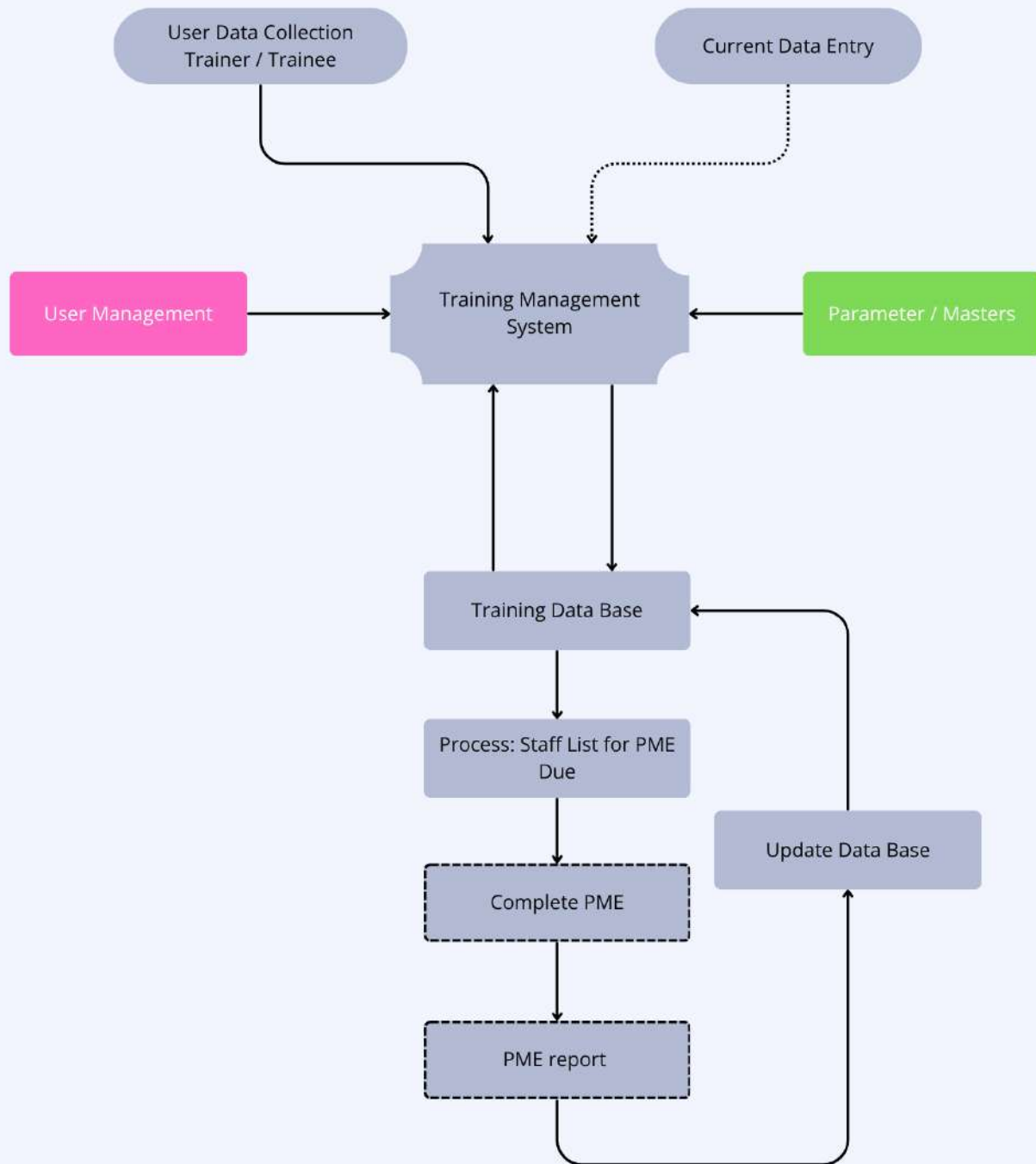
#### **1.10.4. Reports**

The system shall generate comprehensive reports demonstrating PME compliance for all staff, supporting both internal and external audits. It shall also provide on-demand reports highlighting pending PME cases and those approaching expiry, enabling timely follow-up and corrective action before PME validity lapses.

**1.11 Trainee Info / Training History:** The system shall display trainee details, including personal information, department/company, competency certificate records, and the history of training attended, including hands-on practice and upcoming training plans. The training history shall be organized into subsections to reflect changes in the trainee's contract company or designation, providing a clear record of training progression across different roles or organizations. The trainee history shall be accessible and visible to both the trainee and the admin.

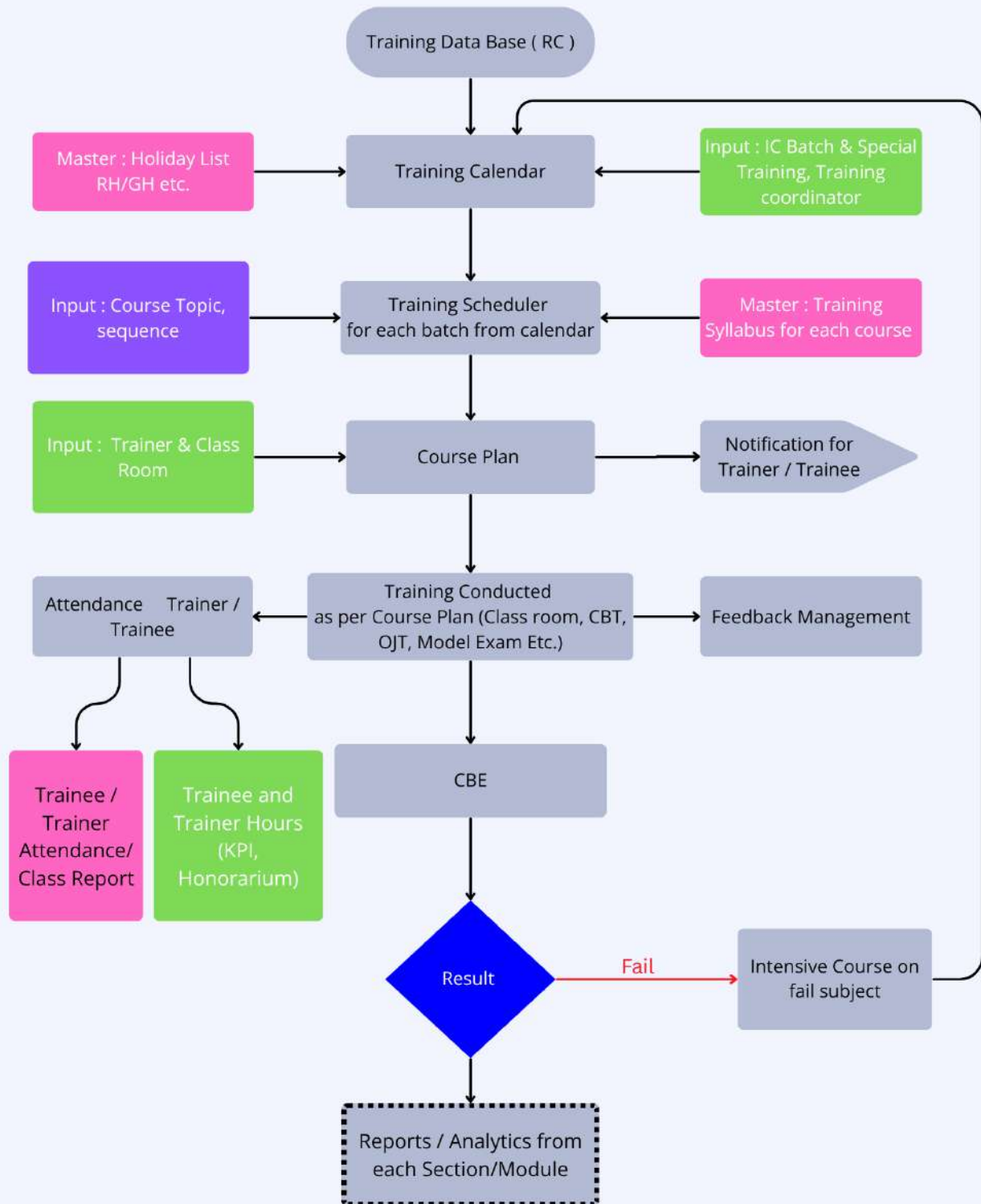
**1.12 Instructor / Training History:** The system shall display details such as personal data, department/company, competency records, history of training conducted and attended, and planned training sessions for each instructor. The instructor rating shall be derived from feedback data, with feedback scores displayed for each subject handled by the instructor. This data shall be viewable by both the admin and instructors, providing insights into training quality.

## Training Management Module - I Training Database



## Training Management Module - II

### Training Process



**2. Computer Based Training (CBT) Module:** The Computer Based Training (CBT) module, a core part of the Training Management System (TMS), shall provide a platform for uploading various training resources/materials/courses such as images, videos, animations, PDFs and any other format prescribed by CMRL. It shall allow for easy organization of content based on trainee designations and course types, seamless navigation for trainees, and include quizzes to assess their knowledge. The module is designed to enhance the learning experience and streamline training processes within the organization.

**2.1 Computer-Based Self-Learning System:** The CBT content shall serve as a self-learning system in the Training Centre computer lab, enabling trainees to independently learn through interactive, multimedia-based modules and assessments.

**2.1.1 Development of Computer-Based Training (CBT) Content:** The CBT content to be developed shall be of Level 3 interactivity as per eLearning industry standards, defined by high interactivity, multimedia-rich training, scenario-based learning, and interactive quizzes.

- i. Human Voiceover (English) – Professional narration to enhance comprehension and learner engagement.
- ii. Multimedia Integration – Use of animations, videos, images, infographics, text transitions, and visual effects to explain complex procedures.
- iii. Scenario/Decision-Based Modules – Realistic operational scenarios that allow trainees to make decisions and see outcomes.
- iv. Interactive Navigation – Clickable menus, branching logic, and learner-driven flow for flexible progression.
- v. Assessments and Knowledge Checks – Configurable self-assessment tests at the end of each course/module, linked to a question bank, with multiple formats such as MCQs, matching, drag-and-drop, sequencing, hotspot/clickable images, and fill-in-the-blank.
- vi. Compliance: All CBT packages shall be packaged in SCORM 2004 and/or Experience API (xAPI) format to ensure interoperability across platforms.
- vii. LMS Integration: The CBT content shall integrate seamlessly with the Learning Management System (LMS) for learner tracking, progress monitoring, and reporting.

**2.1.2 Quantity of CBT Content for Interactive video:**

Computer-Based Training (CBT) content totalling approximately **30 hours** of Level 3 interactivity shall be developed and delivered in accordance with the approved syllabus and content plan. The total duration shall be measured based on the effective learner engagement time, and for textual and voice-over content, an average narration speed of **80 to 180 words per minute (wpm)** in English shall be adopted for estimating the content duration. The final determination of the applicable narration speed (wpm) for each content and the overall total duration shall be subject to review, verification, and approval by CMRL during the content validation process.

**2.1.3 CBT Content Management**

**i. Content Categorization**

The CBT content shall be systematically categorized on a subject/topic or module-wise basis, with each category aligned precisely to the corresponding course syllabus. This



structure will enable the Training Centre to assign and release CBT classes progressively, ensuring that trainees complete each subject or module before proceeding to the next.

**ii. Content Maintenance and Updates**

The system shall provide comprehensive content maintenance capabilities, including the addition of new modules, deletion of obsolete content, modification of existing content, and cloning of content for reuse across different batches or training programs. The system shall allow updates to individual multimedia elements such as voiceovers, videos, images, graphics, infographics, and assessments without requiring redevelopment of the entire course. The system shall also allow training coordinators to create new categories and assign content to them.

**iii. Scalability**

The system shall support expansion and adaptation of CBT content for new training programs, procedures, and operational requirements. It shall be capable of handling an increasing volume of content, trainees, and courses without degradation of performance. The system shall also allow seamless integration of additional modules or new course types in the future, ensuring that the platform remains future-proof and aligned with the long-term training needs of CMRL.

**iv. Hybrid Content Hosting**

The system shall support a hybrid content delivery model wherein CBT content may be stored on one or more designated local PCs or servers within the Training Centre network. The cloud-based LMS shall be capable of referencing and accessing such locally hosted content for delivery to trainees, both within the CBT Hall and remotely, without requiring duplication of content in cloud storage. The architecture shall ensure seamless playback, version synchronization, and learner progress tracking through the LMS, while optimizing cloud storage utilization.

**2.1.4 CBT Batch Assignment and Completion Tracking**

The System shall support the assignment and delivery of CBT content to individual trainees or defined batches. The system shall enable the Training Coordinator to select specific CBT modules from the available content library and assign them either to trainees in the Training Centre CBT Hall or to individual / batch of trainees for remote completion. Configurable schedules shall ensure that trainees complete the assigned content and assessments as per the training calendar.

The system shall ensure that:

- i.** Trainees are required to log in, access, and complete the assigned CBT course as per the training calendar.
- ii.** Course completion shall be contingent upon reading the content fully and successfully passing the associated quiz with the minimum qualifying marks as defined in the training manual.
- iii.** The system shall track quiz attempts, recording scores, number of attempts, and pass/fail status for each trainee.
- iv.** Completion status shall be updated only when the trainee achieves the required passing marks within the permitted number of attempts.

- v. The instructor shall be able to generate a batch-wise completion and quiz performance report, highlighting trainees who have passed, those who failed, and those with pending attempts.

## **2.2 Competency Retention System (CRS)**

**2.2.1 Objective:** The Competency Retention System (CRS) shall ensure that inducted staff continuously retain and apply both knowledge and skills gained during Induction Training until they attend the next Refresher Training. The CRS shall achieve this by delivering short, periodic reinforcement activities remotely via PC, tablet, or mobile, and through hands-on practices. The CRS shall deliver periodic reinforcement in multiple formats and track performance, with all activities monitored and recorded to generate compliance reports for supervisors and management.

### **2.2.2 Scheduling & Notifications.**

- i. The System shall allow Managers/Training co-ordinators to create and schedule reinforcement activities by
  - a) Uploading new content (text, infographic, video, image, or question sets).
  - b) Selecting from pre-existing CBT content and question banks.
  - c) Scheduling hands-on practice sessions from a predefined list of a minimum of 20 tasks
- ii. The System shall support both
  - a) One-time scheduling (for specific dates).
  - b) Recurring scheduling with multiple activities in queue, allowing administrators to predefine and release a sequence of activities for different staff groups (e.g., weekly/monthly/quarterly auto-release).
- iii. Schedule Parameters:
  - a) Target group of staff (individual, batch, designation, station, or department).
  - b) Release date and time.
  - c) Submission deadline (configurable, e.g., 7–15 days).
  - d) Completion criteria (e.g., minimum pass percentage, attempt limits, task completion requirements).

**2.2.3 Reinforcement Activity Formats :** The CRS shall support multiple delivery modes:

- i. Assessment-Only Mode – Direct attempt of randomized questions (recall check).
- ii. Content + Assessment Mode – Short content (text, infographic, or summary) followed by related questions
- iii. Media-Based Mode – Video, diagram, or scenario clip followed by applied questions.
- iv. Administrators shall be able to schedule any mode or mix of modes.

### **2.2.4 Assignment of Tasks & Notifications**

- i. The System shall automatically assign reinforcement tasks to selected staff groups.
- ii. Assigned tasks shall appear in the trainee dashboard (with due dates) and in the Training Coordinator/Line Manager dashboards (showing pending and assigned tasks).

- iii. Upon release of a new task, the System shall send automated notifications to trainees via:
  - a. In-application alerts (desktop/mobile)
  - b. SMS
  - c. Email
- iv. Each notification shall include the activity title, release date, deadline, and required action.
- v. The System shall send reminder notifications at administrator-defined intervals (e.g., 48 hours before the deadline) to trainees who have not completed tasks.
- vi. Training Coordinators and Line Managers shall receive alerts for non-compliant staff through their dashboards and via notifications.

#### **2.2.5 Assessment Process**

- i. Questions and answer options shall be randomized for every attempt and for each staff member, ensuring no two attempts are identical.
- ii. Staff failing to achieve the minimum pass percentage (configurable, e.g., 70%) shall reattempt until successful or until the defined attempt limit, with each reattempt generating a fresh randomized set of questions.
- iii. The System shall provide an instant answer review after each submission, indicating the correct answers.

#### **2.2.6 Tracking & Report**

- i. The System shall record all trainee activity, including attempts, scores, compliance status, and completion times, and make this information available for tracking through Training Coordinator, Manager, and Administrator dashboards.
- ii. The System shall generate reports containing staff details, attempt history, best scores, and compliance status, which shall be viewable in dashboards and exportable in Excel and PDF formats.

#### **2.2.7 Leaderboard & Scoring Mechanism**

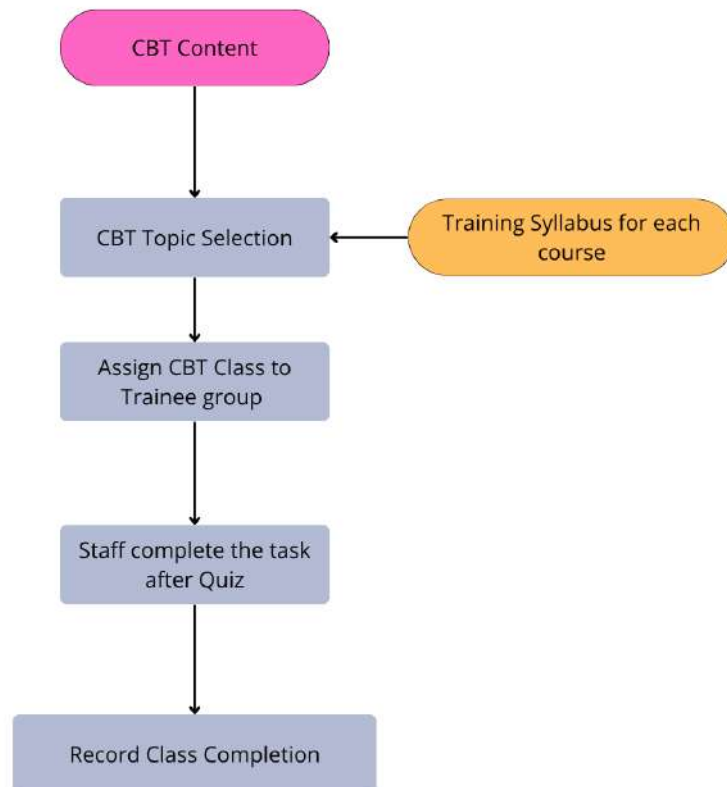
- i. **Generation of Leaderboards :** The System shall generate Leaderboards at two levels:
  - a. Task-wise Leaderboard – ranking staff performance for each individual reinforcement or hands-on task.
  - b. Overall Leaderboard – cumulative ranking across all tasks completed within a defined period (e.g., quarterly and yearly).
- ii. **Scoring Parameters:** Leaderboard points shall be computed based on the following parameters:
  - a. Timeliness – points awarded based on how early the staff completes the task before the deadline, or reduced proportionally if after the deadline.
  - b. Performance – points awarded based on the percentage of marks scored in the assessment.
  - c. Attempts – penalty applied for multiple attempts taken to pass the task (e.g., first attempt = full points, subsequent attempts = progressively reduced points).

- iii. **Hands-On Practice Tasks:** For hands-on practice tasks, leaderboard points shall be awarded based on:
  - a. Completion of the task on or before the defined deadline.
  - b. Time taken to complete the task after initiation, OR
  - c. Manual scoring entered by the Training Coordinator. After completing hands-on practice training, the trainee shall enter the relevant data (e.g., Time taken, driving KM, other data) into the system. The Training Coordinator shall review the submission and assign scores based on its quality and completeness.
- iv. **Visibility of Leaderboard Points**
  - a. Leaderboard points shall be visible to all staff, Training Coordinators, Line Managers, and Administrators.
  - b. For Training Coordinators, the leaderboard shall display a break-up of points (timeliness, performance, attempts, hands-on practice) for analysis and training purposes.

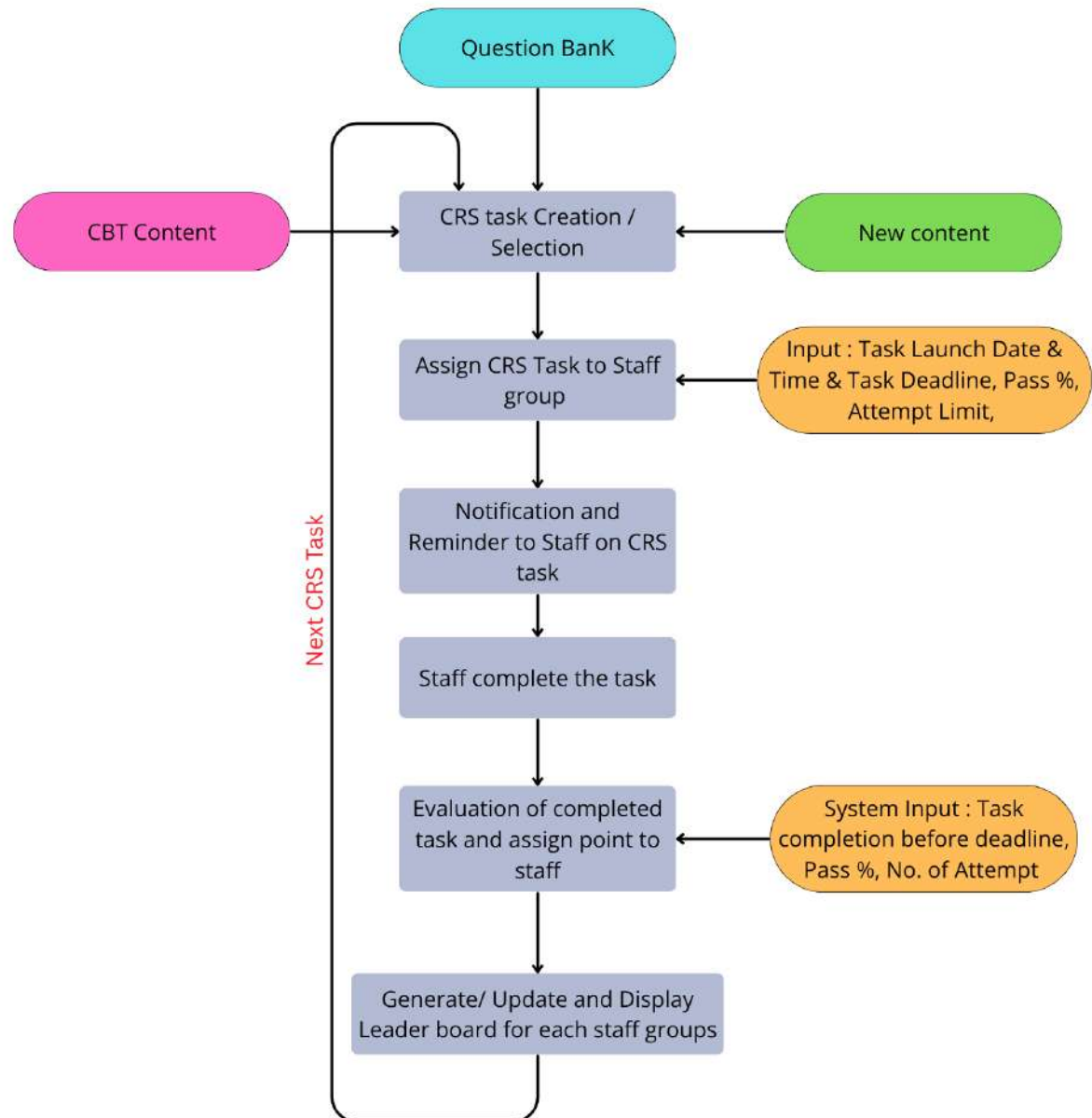
#### **2.2.8 Trainee Feedback on Reinforcement Task**

- i. The CRS shall provide an input text field after each reinforcement activity for trainees to record feedback, including difficulties in understanding, doubts in applying procedures, and suggestions for improvement.
- ii. The System shall compile feedback task-wise and generate consolidated feedback reports for instructors to analyse and identify recurring issues or doubts.

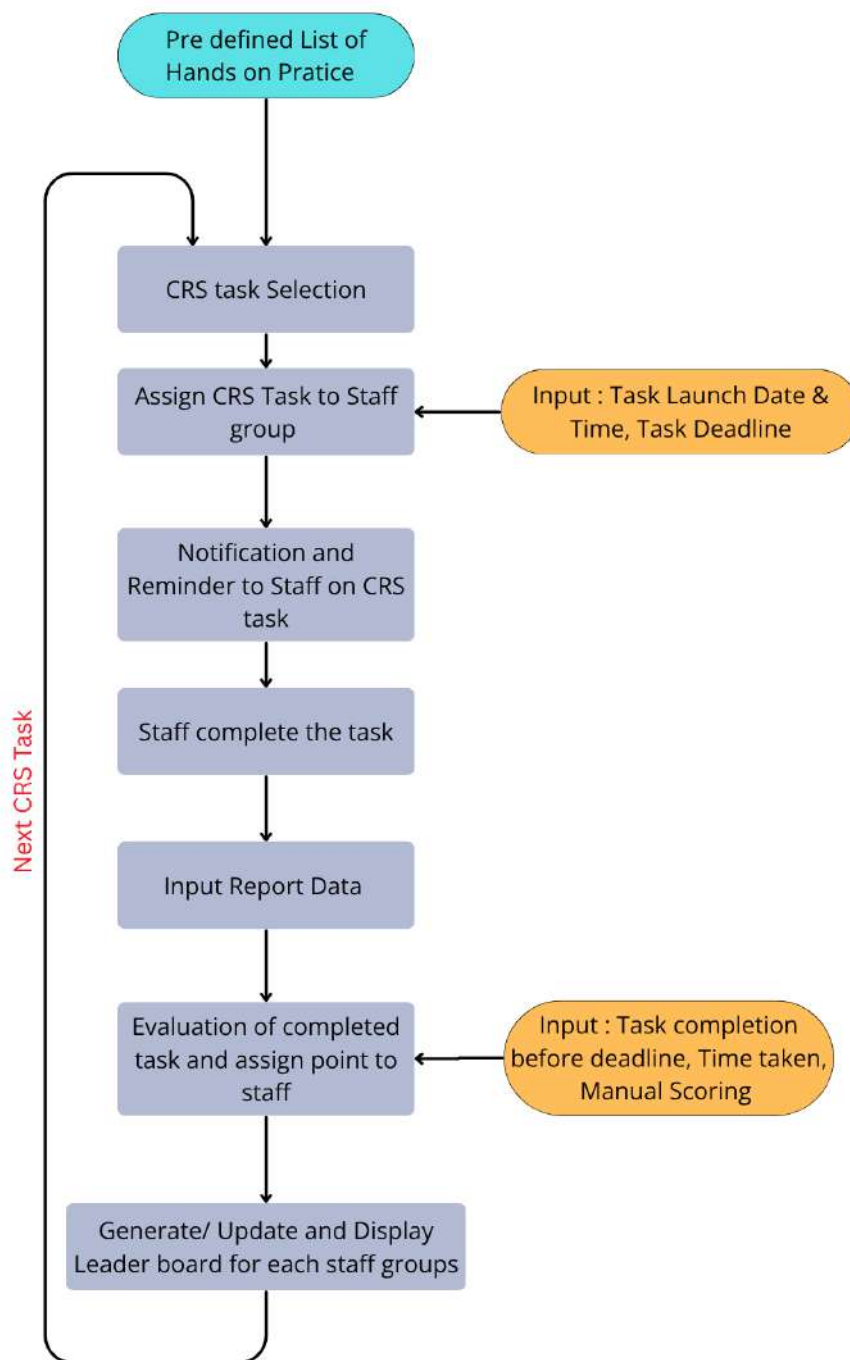
## Computer-Based Self-Learning System



## Competency Retention System - I



## Competency Retention System - II



### **3. Computer Based Evaluation (CBE) Module**

At the end of each training batch, an examination with viva voce shall be conducted to evaluate the trainees. The CBE module shall manage the entire examination process, from question paper generation to result management and certificate issuance. To achieve this, the system shall include a question builder and exam builder to facilitate seamless examination creation and management. With features like randomization of questions and automated result generation, it shall ensure fair and secure examinations. This module shall play a crucial role in maintaining the integrity and effectiveness of the training evaluation process.

#### **3.1 Question Builder & Question Bank**

##### **3.1.1 Question Builder**

The system shall include a Question Builder feature that enables authorized users (Trainers, Training Co-ordinators ) to create and manage question bank

##### **3.1.2 Question Creation and Bulk Upload**

The system shall provide functionality for questions to be created individually through the Question Builder interface, and shall also support bulk upload and update of questions, including their answer keys and parameters via standardized Excel or equivalent spreadsheet formats

##### **3.1.3 Question Types**

The Question Builder shall support the creation of multiple question types with answer keys, including but not limited to Multiple Choice Single Answer (MCSA), Multiple Choice Multiple Answer (MCMA), True/False, Matching, Fill-in-the-Blank, Sequence/Ordering, Assertion–Reason, Descriptive/Essay, Image-based questions, Audio/Video-based questions, and other interactive formats.

##### **3.1.4 Subject-Topic Organization**

The system shall provide the ability to create/organize questions into a subject-wise and topic-wise question bank, with each question classified by its subject and topic as defined by the Trainers and Training Coordinators for each course type, ensuring structured categorization and easy retrieval during exam preparation.

##### **3.1.5 Role-Based Question Allocation**

The system shall allow each question to be linked to one or more designated staff groups (e.g., TO, SC, SI, SSM, or any other group defined) during question creation, and during exam preparation the system shall include only the questions mapped to the staff group of the selected batch while automatically excluding all unmapped questions.

##### **3.1.6 Question Variants Grouping**

The system shall provide the ability to group multiple variants of the same question into a single question group, ensuring that only one variant from the group is selected and presented during any examination or quiz.

##### **3.1.7 Question Bank**

The system shall maintain a centralized Question Bank to store all created questions along with their respective answer keys, with each question classified by attributes such as subject, topic, staff group, difficulty level, and other parameters as defined. Each question shall be assigned a unique identifier to ensure traceability and ease of management. The Question Bank shall also be available for use in the Competency Retention System, model examinations, and other evaluation modules as required.

##### **3.1.8 User Interface & Editing**



The Question Bank shall include a user-friendly interface that allows authorized users to edit existing questions/subject/topic for corrections, add new questions/subject/topic, duplicate questions/subject/topic for modification, and delete outdated questions/subject/topic as required.

## **3.2 Examination & Question Pattern**

### **3.2.1 Creation and Storage of Examination and Question Patterns**

The system shall allow creation and storage of examination patterns each course with unique numbering to automatically generate exams for final evaluation as per approved training manual, model examinations conducted before the final examination, and subject-based tests conducted at the end of each subject or topic within the course. The examination patterns shall be customizable and the tests shall be tailor-made to accommodate varying conditions such as subject combinations, marks distribution, question types, and duration requirements.

### **3.2.2 Pattern Management and Flexibility**

The system shall provide full flexibility to manage examination patterns, allowing authorized users to create new patterns, modify existing ones, or delete outdated patterns as required.

### **3.2.3 Pattern Definition**

The system shall allow creation of question patterns specifying, but not limited to, the following parameters:

- i. Number of subjects and the name of each subject.
- ii. Number of objective questions by type.
- iii. Marks allotted for each objective question type.
- iv. Number of descriptive questions by type.
- v. Marks allotted for each descriptive question type.
- vi. Total marks per subject.
- vii. Pass percentage for each subject, internal assessment, and Viva Voce.

The examination pattern shall also define the overall parameters of the examination, including:

- i. Total duration of the examination.
- ii. Duration allotted for the objective section, specified subject-wise.
- iii. Duration allotted for the descriptive section, specified subject-wise.
- iv. Total marks for all subjects combined.
- v. Percentage ratio between objective and descriptive questions.
- vi. Total marks combining all subjects, internal assessment, and Viva Voce.
- vii. Pass percentage based on the combined total of all subjects, internal assessment, and Viva Voce.

### **3.2.4 Internal Assessment Pattern**

The system shall allow definition of internal assessment marks within the examination pattern for each course, specifying the total internal marks for the course and maximum marks for each evaluation criterion such as attendance, classroom activities, and On-the-Job Training (OJT) performance

### **3.2.5 Viva Voce Pattern**

The system shall allow definition of Viva Voce marks within the examination pattern for each course, specifying the maximum marks allotted per subject and the total Viva Voce marks for the course.

### **3.2.6 Model Test and Model Examination Patterns**

The system shall provide the ability to define question patterns distinctly for model tests (subject-wise) and model examinations. Alternatively, the system shall allow selection of the Main Examination pattern, either in full or for specific subject(s), to generate the required test or examination. The Model test/exam shall not be included in the final assessment records but shall generate performance reports for both trainees and instructors to identify areas requiring improvement.

**3.3 Examination Builder:** The system shall include an exam builder to generate and manage question papers for examinations conducted at the end of each training batch, as scheduled in the training calendar. The examination builder shall have the following capabilities

#### **3.3.1 Authorization Control**

The exam builder shall permit examination generation only upon authorization by Training Coordinator.

#### **3.3.2 Parameter Control**

The system shall allow the Training Coordinator to input and control key parameters required to authorize and generate examinations, including Batch Reference, Pattern Reference, Difficulty Level, Batch Size and Type of Examination.

##### **i. Examination Type**

The system shall support the selection of examination types, including the Main Examination, the Model Examination conducted before the Main Examination, the Model Test conducted subject-wise at the end of each subject or topic, and the Intensive Course Examination, which focuses on selected subjects in which the trainee has failed.

##### **ii. Difficulty Level Configuration**

The system shall allow setting difficulty level ratios (e.g., 40% Easy, 20% Medium, 40% Hard), which the Exam Builder shall automatically apply to select questions across subjects and questions types during exam generation.

##### **iii. Pattern Reference and Compliance**

The system shall automatically identify and apply the appropriate examination pattern based on the batch reference while allowing authorized users to override the pattern reference when required. The system shall generate examination question papers based on the selected pattern and strictly in accordance with the stored examination configurations.

##### **iv. Batch Size Delivery**

The system shall fetch the batch size and trainee details from the batch reference parameter. It shall allow the Training Coordinator to conduct examinations for either the entire batch or a selected group of trainees within the batch, as required.

##### **v. Intensive Course Examination**

For the Intensive Course Examination, an additional parameter shall be selectable to specify the list of subjects for each trainee. The examination shall then be generated only for the selected subjects based on the corresponding main examination pattern. The duration of the exam shall be automatically set proportionally according to the number of selected subjects and the duration defined in the main examination pattern for those subjects.

### **3.3.3 Randomization**

The system shall support random selection of questions from the Question Bank in accordance with the stored examination pattern and parameter settings for each batch within the batch:

- i. Randomize the order of questions for trainees.
- ii. Shuffle answer choices for objective questions.
- iii. Randomize the sequence of subjects.

All trainees within the batch shall receive examination papers containing the same set of questions with identical structure and difficulty level.

### **3.3.4 Question Paper Preview and Modification**

The system shall allow the Training Coordinator to preview the question paper before conducting the examination. If required, the Training Coordinator shall be able to modify any question with dual authentication, while maintaining compliance with the stored examination pattern

**3.4 Conduct of Examination:** The system shall manage the entire process of conducting examinations in a secure and controlled manner, with the following features:

#### **3.4.1 Exam Login**

Trainees must log in to the system to access the examination, and login shall be allowed only for those authorized in the Exam Builder. The examination may commence only after successful login, with the system displaying trainee details, course type, and batch reference.

#### **3.4.2 Question Display and Navigation Control**

Questions shall be categorized into subjects, allowing trainees to navigate between subjects during the examination. The system shall support configurable display modes, including sequential (one after another) or free navigation across the paper, as defined by the Training Coordinator.

#### **3.4.3 Question Sections**

Questions shall be divided into two parts: Part A, comprising objective questions, and Part B, comprising descriptive questions.

#### **3.4.4 Exam Submission and Expiry:**

The trainee shall submit the examination upon completion, or the system shall auto-submit it when the allotted duration expires, whichever occurs first. Part A (objective questions) shall be completed and submitted before Part B (descriptive questions).

#### **3.4.5 Pause and Resume**

The system shall allow controlled pausing and resuming of the examination in case of technical interruptions (e.g., power failure or network disconnection), ensuring that no data is lost and the remaining duration is preserved. In situations where the examination cannot be resumed or completed due to such interruptions, the system shall provide the capability to schedule and conduct a re-examination for the affected trainee(s), in accordance with the stored examination pattern and subject to authorization by the Admin/Instructor. The re-examination shall generate a fresh randomized set of questions, maintaining the same structure and difficulty level as the original pattern

#### 3.4.6 Results

For Main and Intensive Course Examinations, results shall be accessible only to authorized users to maintain confidentiality. For Model Examinations and Model Tests, results may be displayed to trainees along with feedback indicating areas for improvement.

#### 3.4.7 Secure Exam Environment

The system shall ensure that examinations are conducted only on designated CBT hall PCs and shall restrict access to other applications, browser windows, or external resources to maintain exam integrity.

### 3.5 Reports/Mark List:

#### 3.5.1 Automated Evaluation

The system shall automatically evaluate the objective-type questions (Part A) based on the pre-defined answer key and calculate the trainee's marks. The system shall generate and display the evaluated answer sheet for each trainee, highlighting correct and incorrect responses. The evaluated paper and marks obtained shall be accessible to the Training Coordinator through a consolidated report for review and record-keeping.

#### 3.5.2 Manual Mark Entry

Marks for Descriptive Questions, Viva Voce, and Internal Assessment shall be manually entered into the system by the Training Coordinator.

#### 3.5.3 Trainee Result Calculation

The system shall display a mark list of trainees showing marks scored for each subject. The trainee's result shall be calculated based on the following criteria:

- i. The **average mark across all subjects** must be equal to or greater than the **average pass percentage** (a configurable parameter set in the master by the administrator).
- ii. The **subject-wise mark** must meet or exceed the **subject pass percentage** (also a configurable parameter set in the master by the administrator).

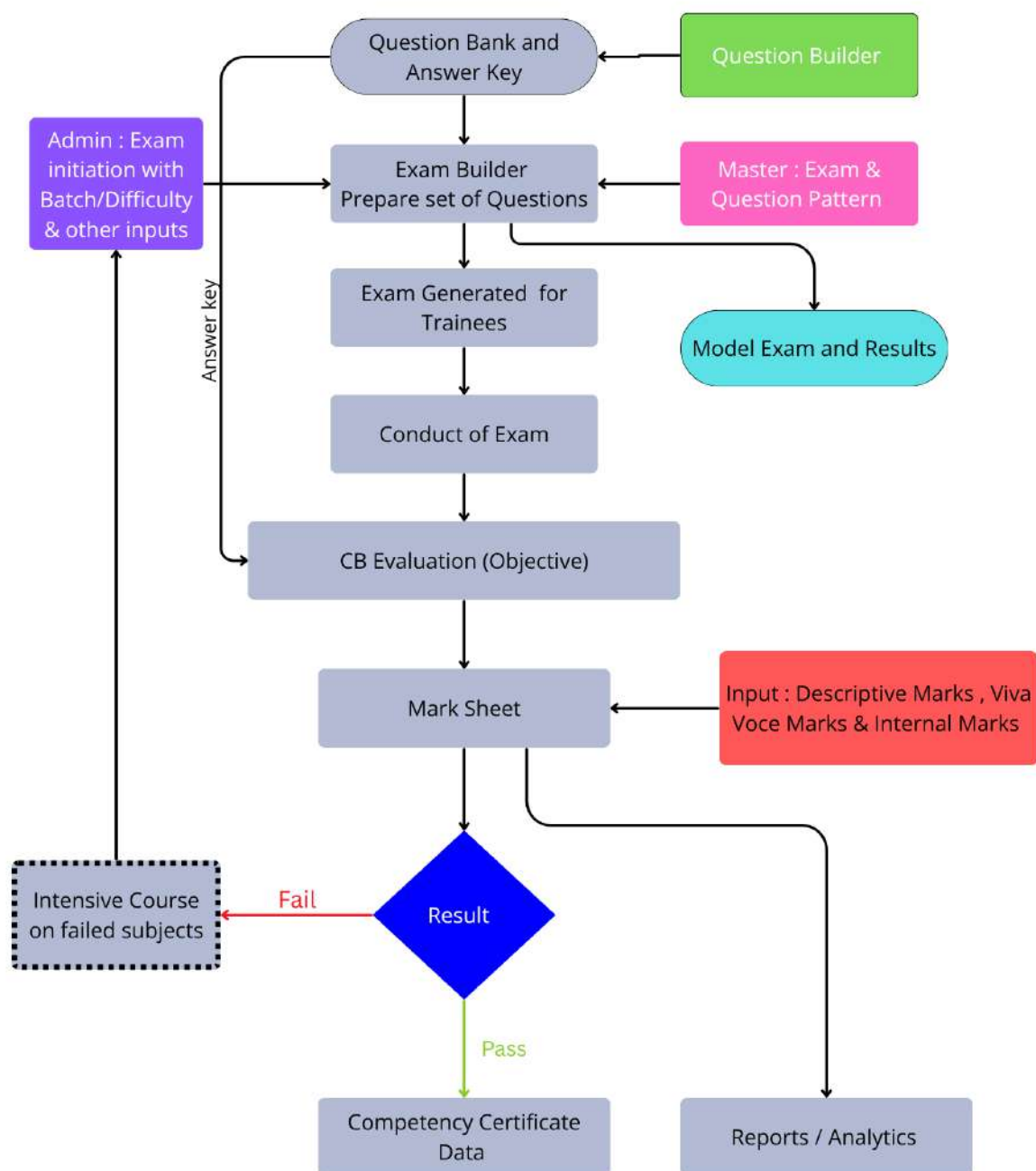
A trainee shall be declared **"Pass"** only if both criteria are satisfied. Failure in either criterion shall result in a **"Fail"** status.

### 3.6 Competency Certificate/Certificate Issuance:

A Competency certificate shall be issued to trainees successful in examinations. The system should generate data for Certificates of Competency, including their personal details, certificate number, issue date, and expiry date. A soft document with these details is required to be forwarded to the vendor for printing Competency certificates for induction and refresher courses, as well as participation certificates in case of special trainings, seminars, and drives. The Competency Certificate details shall be logged in the trainee info database to schedule the trainee for refresher training after a period defined by the admin.

**Re-enrolment of Failed Trainees:** Failed Trainees shall be enrolled for training again in intensive training batches scheduled from training calendar

## Computer Based Evaluation



#### **4 Reports:** The System shall enable predefines and Custom and Ad-Hoc for all modules

**4.1 Predefined Reports:** The system shall provide pre-defined report templates containing the required data for operational and administrative purposes. Each pre-defined report shall be available in a printable format, incorporating the CMRL logo and an authorized signatory section for official documentation. Users shall be able to define the reporting period dynamically, ranging from daily, weekly, monthly, quarterly, annually, or any custom date range. Both soft copies and duly signed hard copies of reports shall be maintained systematically for audit and record-keeping purposes.

**4.2 Custom / Ad-Hoc Reports:** The system shall provide the ability to generate custom reports, where users can select the specific fields, to include in the report. The report can be filtered based on any available field in the database, including but not limited to: trainee/trainer name, department, designation, organization, batch, course/module, employment type, and training type.

Users shall be able to define the report period dynamically, ranging from daily, weekly, monthly, quarterly, annually, or any custom date range. The system shall support multiple simultaneous filters, and allow the report to be previewed, exported (File Formats: CSV, Excel, Word, PDF), or printed as needed

**5 Training Masters & Parameter:** The system shall maintain a centralized Training Master and configurable parameters to ensure consistency, accuracy, and reusability across all training modules. It shall support creation, storage, copying, updating, retrieval, review of data, and report generation to facilitate efficient training management and monitoring. Any modification to master data or parameters shall require **dual authentication** to ensure data integrity, accountability, and security.

**5.1 Trainee Master:** The system shall provide configuration and management of the following masters, not limited to these, and shall allow the creation of additional masters as necessary to fully meet all operational, administrative, and training requirements.

- i. **User Master:** The system shall maintain details of all users, including trainees and trainers, based on designation, department, and organization. This shall include personal information, training details, PME records, and competency information for all users who undergo training or conduct training. (Ex: Station Controller, Station In charge, Station Service Manager, Ticket Operator, Train Operator, Traffic Controller, Traffic Regulator, Technician, Junior Engineer, Maintainer, Depot Controller, Shunter, TPC, Section Engineer, Supervisor)
- ii. **Role Master:** Definition of roles and associated access rights for system functions. Roles shall include, Trainee, Trainer, Training Coordinator, Administrator, and Manager.
- iii. **Training Course Master:** Details of all training courses and programs, including, Induction, Refresher, Special and Intensive course,
- iv. **Syllabus Master:** Mapping of courses to their approved syllabus, including Subject/modules, topics, duration, and objectives
- v. **Subject Master:** Individual subjects or modules within each course, aligned to syllabus and learning objectives.
- vi. **Question Bank and Answer Master:** Repository of all assessment questions and correct answers for quizzes and parameters.
- vii. **Holiday / Week-off Master:** List of official holidays and weekly off days affecting training schedules.
- viii. **Exam and Question Pattern Master:** Definitions of examination rules, formats, duration, and question distribution for assessments.
- ix. **Department Master:** List of departments or functional divisions within the organization.
- x. **Company / Organisation Master:** Details of company or organizational entities associated with the training program.
- xi. **Classroom Master:** Details of training classrooms, including location, capacity, and resources available.

- xii. **CBT Hall / PC Master:** Details of CBT halls and PCs, including hall name, number of PCs, location, and operational status, to support CBT delivery both locally and remotely

**5.2 Trainee Parameter:** The system shall provide configuration and management of the following Parameter, not limited to these, and shall allow the creation of additional parameter as necessary to fully meet all operational, administrative, and training requirements

- i. Competency Renewal Time – Duration after which competency certificates need renewal.
- ii. Special/Hands-on Practice Training Renewal Time – Interval after which special or hands-on practice training is due.
- iii. PME Periodicity – Interval for periodic medical examinations, considering age bracket and fitness level.
- iv. Course Duration – Total number of days per course.
- v. Session Time – Duration of each training session.
- vi. Absence Limit – Number of allowable absences for course/exam eligibility.
- vii. Exam and Question Pattern Definitions – Configurable exam structure and question types.
- viii. Average Pass Percentage – Minimum batch average required to pass the course.
- ix. Subject-wise Pass Percentage – Minimum passing criteria per subject/module.
- x. Assignment List – Configurable tasks or assignments per course/module.
- xi. OJT Task List – Configurable on-job training tasks per course.
- xii. User Account Lifecycle – Duration, expiry, activation/deactivation rules for trainee accounts.
- xiii. Link Expiry Logic – Expiry rules for batch enrolment or access links.
- xiv. Marker Led Time – Number of days prior to a course/event for displaying visual markers.
- xv. Course Plan Notification Period – Frequency of notifications/reminders to trainees and trainers.
- xvi. CRS Submission Deadline – Deadline for submission of assignments or CRS tasks.
- xvii. CRS Release Date and Time and Frequency.
- xviii. CRS Minimum Pass Mark – Required score to pass an assessment.
- xix. CRS Attempt Limit – Maximum number of attempts allowed for exams or assignments.

**6. Deliverable hardware items:**

Following deliverable hardware items shall be supplied, installed and commissioned by the successful bidder in designated CBT room of CMRL.

S.no	Item description	Qty (in numbers)
1	Personal Computers	30
2	A multifunction Colour Printer	1
3	Digital Smart Board for teaching 75 inches Interactive Flat Panel	1
4	Laptop for trainers	5
5	High Quality Over Ear Headset	50

**i. Personal Computer**

The personal computers (including keyboard and mouse) shall have a minimum specification of a 19-inch monitor, 12<sup>th</sup> Generation Latest Generation Intel Core i5 processor, the latest licenced version of Windows - Professional OS, Intel UHD Graphics 770, 8GB DDR4 RAM, 512GB SSD for data storage, and Wi-Fi and/or LAN capability. The successful bidder is required to submit the

proposed PC configuration to CMRL for approval prior to supply. Additionally, the successful bidder shall supply 50 high-quality over ear headsets. The proposed Personal Computer (preferable make HP, Dell, Lenovo) & headset model shall also be submitted to CMRL for approval before supply. All costs associated with these items shall be deemed to be included in the financial bid. The said Personal Computers able to run the CBT software seamlessly.

## ii. Multifunction Colour Printer

Multifunction colour printer specification shall be as follows:

S. No	Particulars	Specification
1	A3 colour Laser Multifunctional	Laser Multifunctional, Duplex print, Duplex scan, Duplex Copy (DADF)
2	Print Quality (Resolution)	Up to 1200 x 600 DPI
3	Print Speed	Up to 35 PPM- A4, 17 PPM- A3
4	Memory	Standard: RAM 3.5 GB Main CPU Side: 2 GB Image Processing CPU Side: 1 GB + 0.5 GB
5	Display	10.1-inch TFT LCD WSVGA Colour Touch panel
6	Paper Handling:	Standard size: SRA3, A3, A4, A4R, A5, A5R, A6R, B4, B5, B5R
7	Operating System Compatibility	Windows, macOS, Linux
8	Energy Efficiency	Certification: ENERGY STAR certified, with power-saving features like Auto-On/Auto-Off technology.
9	Noise level	47dB
10	Power source	220-230V AC 50Hz
11	Multifunctionality:	Print, scan, copy, send, store.
12	Preferable Makes	Canon, Epson, HP, Konica

The consumables, including cartridges, shall be the responsibility of the successful bidder during both the warranty and the 5-year CAMC period. The successful bidder shall submit the proposed colour printer to CMRL for approval before proceeding with the supply.



**iii. Digital Smart Board (IFP)**

<b>S.NO</b>	<b>Particulars</b>	<b>Specification</b>
1	Interactive Flat Panel – Preferable Makes	Samsung, SONY, LG, TCL & BenQ
2	Size:	75 inches or larger
3	Resolution	4K UHD (3840 x 2160) or higher for crisp, detailed visuals.
4	Panel Type	LED with Quantum Dot or OLED for superior colour accuracy, brightness, and contrast.
5	Contrast Ratio	1200:1 or more
6	Aspect Ratio	16:9 for compatibility with most media formats.
7	Touch Technology	Advanced capacitive or electromagnetic touch for precise input.
8	Touch Points	20 points or more for extensive multi-user interaction.
9	Operating System	Latest version of Android or Windows with a user-friendly interface and support for apps.
10	Processor	High-performance multi-core processor (e.g., Intel Core i7 or equivalent) to handle complex applications.
11	RAM: Minimum	8 GB for smooth operation of interactive features and multitasking.
12	Storage	Minimum 64 GB internal storage, with options for expansion via external drives or cloud services.
13	Screen Protection	Anti-glare, scratch-resistant, and tempered glass for durability and clear visibility.
14	Speakers	Integrated high-quality stereo speakers with at least 12W output per channel.
15	Mounting arrangement	Wall mounting with required accessories .

The successful bidder is required to submit the proposed Digital smart Board to CMRL for approval prior to supply. Furthermore, Price breakup for each hardware and equipment to be provided if requested from CMRL. The ownership of the hardware and software mentioned above shall be transferred to CMRL.

**iv. Laptop**

The laptop shall be equipped with or exceeds the following specifications.

S.NO	Particulars	Specification
1	Processor (CPU)	Intel Core i5 with Latest Generation or higher
2	Memory (RAM)	16 GB DDR4/DDR5 RAM (expandable to 32 GB or higher)
3	Hard disc capacity	512 GB SSD.
4	Display size	14 inches
5	Resolution	Full HD (1920 x 1080) or higher, with options for 4K (3840 x 2160)
6	Panel Type & Casing	IPS or OLED with anti-glare coating & Metal Casing
7	Battery	Lithium-ion battery, Minimum 50 hr or higher, Minimum of 8 hours under typical usage conditions
8	Ports	<b>USB Ports:</b> Minimum 3 USB 3.2 Gen 1/Gen 2 ports, including at least one USB Type-C port. <b>HDMI:</b> 1 HDMI 2.0 or higher <b>Audio:</b> 3.5 mm headphone/microphone combo jack.
8	Operating System	Latest licensed version of Microsoft Professional - Windows .
9	Compliance	<b>Energy Star:</b> Certified for energy efficiency <b>EPEAT:</b> Gold or Silver rating for environmental sustainability.
10	Preferable Makes	HP, DELL, Lenovo

The successful bidder shall submit the proposed Laptops to CMRL for approval before proceeding with the supply.

**v. Cloud based server**

1. The Cloud - based server Shall be provided as a Software as a Service (SaaS) solution, depending on the project's needs, and must be scalable to handle variable workloads.
2. The cloud service provider shall have data centres located within India and must comply with relevant data protection regulations, including [GDPR]. The provider must ensure data residency and sovereignty as per legal requirements.

3. The cloud service shall be guaranteed a minimum uptime of 99% with service-level agreements (SLAs) in place and enabled with load sharing facility. Any downtime beyond this threshold shall be subject to penalties as per the agreed-upon SLA.
4. The cloud-based server shall be provided end-to-end encryption for data at rest and in transit. The provider shall comply with industry security standards, such as ISO/IEC 27001, and offer features such as multi-factor authentication, firewall protection, and intrusion detection systems.
5. The cloud service must be scalable to accommodate increased demand, both in terms of processing power (CPU, GPU) and storage capacity. The system should allow for flexible scaling without significant downtime or service interruption.
6. The cloud service shall be included automated backup solutions with a minimum retention period of 6 years. Additionally, a disaster recovery plan must be in place to ensure that services can be restored within one week in the event of a catastrophic failure.
7. The cloud provider shall offer performance monitoring tools and regular reporting on resource usage, uptime, and security incidents. The reports shall be accessible in real-time and support API integration for automated monitoring.
8. The organization must retain full control over its data, with the ability to access, modify, or delete data as needed. The cloud provider should offer role-based access controls (RBAC) and audit logs to track all access to data and services.
9. The cloud service shall comply with relevant industry standards and certifications, such as ISO/IEC 27001, SOC 2, and PCI DSS, to ensure the highest level of security and operational efficiency.
10. The cloud provider shall offer 24/7 technical support with response times specified in the SLA. Maintenance windows and any scheduled downtime must be communicated well in advance, with minimal disruption to services.
11. The provider shall support data migration services, both during onboarding and offboarding, ensuring smooth transitions without data loss. An exit strategy must be in place to ensure data can be securely extracted and transferred to another platform upon contract termination.
12. The cloud service provider shall offer transparent billing with detailed breakdowns of resource usage and associated costs. There should be no hidden fees, and the provider should offer predictable pricing models.
13. The cloud service must comply with all applicable legal and regulatory requirements, including data protection, privacy laws, and industry-specific regulations relevant to the organization.
14. Application server, data server, data storage and latest source code shall be maintained in reliable and secure cloud server during the period of development, testing, implementation, warranty support and CAMC support by the contractor. And access rights on the same shall be provided to CMRL during the contract period. On completion of contract, the complete administrative rights shall be transferred to CMRL by contractor. After completion of contract, latest source code and data base dump shall be handed over to CMRL.

**7. Installation:**

- a. Develop an installation plan detailing the installation and commissioning of hardware deliverable items at the CBT location of CMRL.

- b. Coordinate with site personnel to ensure a smooth and efficient installation process.
  - c. Adhere to safety protocols during the installation phase.
- 8. **Testing:**
  - a. Conduct rigorous testing of each hardware component to validate functionality and interoperability.
  - b. Establish testing criteria based on project requirements and industry standards.
  - c. Address and rectify any issues identified during the testing phase.
- 9. **Training of Professionals:**
  - a. Develop a comprehensive training program for professionals who will be operating and maintaining the hardware.
  - b. Conduct training sessions to ensure that personnel are proficient in using and troubleshooting the hardware.
  - c. Provide training materials and documentation for future reference.
- 10. **Warranty and subscriptions:**
  - a. All hardware deliverable items shall possess manufacturer warranty and guarantee for at least 5 years and the same shall be transferred and submitted to CMRL.
  - b. Any applicable subscriptions for supporting software (excluding SaaS Subscription) service, etc used for this project shall be valid for lifetime from the date of acceptance and the list shall be provided by the contractor during acceptance of the software module by CMRL.
- 11. **Support Management:**
  - a. The Training Management team shall have a support management system in place. This system will allow CMRL, or any person approved by CMRL to raise a ticket. Tickets can be raised for any faults, issues, change requests (CR), etc.
  - b. Upon the creation of a ticket, the Contractor shall acknowledge receipt of the ticket promptly. The Contractor is then responsible for attending to the ticket
  - c. The Contractor's response and resolution times will vary based on the severity of the issue raised in the ticket. The Contractor shall provide a Service Level Agreement (SLA) outlining these response and resolution times. (refer SCC).
  - d. The support management staff and system shall be available 24 hours x 7 days for all the days including Holiday and Sunday of the contract period.
- 12. **Defect Liability Period:**
  - a. The Defects Liability Period (DLP) shall be **12 months (1 year)** from the date of acceptance of the Scope of work/Service mentioned from 1 to 13.
  - b. During the DLP, the contractor shall rectify at their own cost, any defects or faults that may appear in the contracted works due to materials or workmanship not in accordance with the contract.
  - c. The contractor shall start the rectification works immediately upon receiving a written notice or Communication from the client and shall complete such works within a reasonable time.
  - d. The DLP shall cover all software updates, bug fixes, and hardware repairs or replacements that may be required during the mentioned period.
  - e. The contractor shall provide prompt service based on the severity of ticket raised by CMRL during the DLP.

Sl. No	Level of urgency	Maximum Time frame to close the ticket	Penalty for each open ticket after maximum time frame
i	Level 1 Severity	4 hours	Rs.10,000/- Per Ticket per Day
ii	Level 2 Severity	8 hours	Rs.1,000/- Per Ticket per Day
iii	Level 3 Severity	16 hours	Rs.500/- Per Ticket per Day
iv	Level 4 Severity	Next release	Rs.100/- Per Ticket per Day

- f. The level of severities will be defined by CMRL during implementation.
- g. The contractor shall maintain a log of all defects and remedial actions taken during the DLP.
- h. Failure to rectify defects or provide warranty services within the stipulated time may result in penalties as per the terms and conditions of the contract.
- i. The Contractor shall maintain a log of all tickets, actions taken, and resolutions. This log will be made available to CMRL upon request.
- j. The Contractor shall be deemed to have thoroughly examined the tender documents, technical requirements, and all associated obligations, and shall have included all costs related to the implementation of the CBTMS in their price bid.

This includes, but is not limited to,

- i. Procurement, installation, and configuration of all hardware and software.
- ii. Development, customization, and integration of the CBTMS.
- iii. Testing, commissioning, and operationalization of the system.
- iv. Training, user manuals, and post-implementation support as specified in the tender.
- k. No additional payment, claims, or adjustments will be entertained beyond the quoted price bid for any activities or resources required for the successful implementation of the CBTMS. The Contractor assumes full responsibility for accounting for all foreseeable and unforeseeable costs associated with the delivery of this requirement in their bid.

**13 Annexures:** The annexure provides illustrative sample data and formats for visualizing requirements. Note that it does not represent the complete set of requirements but aids in understanding the documentation.

#### 13.1 List of Annexure:

Sl.No.	Annexure No.	Annexure for Section	Page no.
1	Annexure S1	Data Collection – 1.2	63
2	Annexure S2	Training forecast schedule – 1.3	64-65
3	Annexure S3	Training Bar Chart – 1.3	66

4	Annexure S4	Training Module - 1.4	67
5	Annexure S5	Training weekly timetable - 1.5	68
6	Annexure S6	Trainer's Hours details – 1.6	69
7	Annexure S7	Trainer's Hours details – 1.6	70
8	Annexure S8	Trainee's Attendance – 1.6	71
9	Annexure S9	Feedback Management - 1.9	72
10	Annexure S10	KPI report 1.6	73-74

**REFRESHER COURSE PROGRAMME FOR STATION CONTROLLER  
COMPETENCY CERTIFICATE**

BATCH NO: 2024/RC/SC/04

FROM: 25-03-2024 TO 03-04-2024

**TRIANEE DETAILS**

**TRAINEE DETAILS**

NAME :  
EMP ID :  
DOB :  
DESIGNATION :  
EDUCATIONAL QUALIFICATION:  
COMPANY NAME :  
DOJ :  
PME DATE :  
AADHAAR NO :  
BLOOD GROUP :  
CONTACT NUMBER :  
COMPETENCY CERTIFICATE NO:  
DATE OF ISSUE :  
VALIDITY :  
MAIL ID :

SIGNATURE

Photo

**Training Forecast Schedule – 1.3****Annexure S2****OPERATION, SAFETY AND TRAINING  
O&M/ CMRL/CHENNAI  
TRAINING SCHEDULE FOR THE YEAR OF 2024-2025**

Sl.no	Designation	Batch	No. of Pers on	From	To
1	Station Service Manager	2024/RC/SSM/01	16	03-01-2024	05-01-2024
2	Station Service Manager	2024/RC/SSM/02	6	09-01-2024	11-01-2024
3	Station Service Manager	2024/RC/SSM/03		18-01-2024	20-01-2024
4	SC2 to TC	2024/IC/SCTC/01	3	08-01-2024	16-02-2024
5	STATION INCHARGE	2024/IC/SI/01	20	18-01-2024	18-04-2024
6	Station Controller	2024/RC/SC/01	6	12-02-2024	20-02-2024
7	Train Operator	2024/RC/TO/01	7	16-02-2024	26-02-2024
8	Station Controller	2024/RC/SC/02	6	22-02-2024	01-03-2024
9	Station Controller	2024/RC/SC/03	5	04-03-2024	12-03-2024
10	Station Service Manager	2024/IC/SSM/01	20	13-03-2024	20-03-2024
11	SC2 to SCTO	2024/IC/SCTO/01	10	01-04-2024	30-05-2024
12	Train Operator	2024/IC/TO/01	20	15-04-2024	31-07-2024
13	Train Operator	2024/RC/TO/02	8	20-05-2024	31-05-2024
14	Train Operator	2024/RC/TO/03	6	03-06-2024	14-06-2024
15	SC2 to SCTO	2024/IC/SCTO/02	11	05-06-2024	02-08-2024
16	STATION INCHARGE	2024/IC/SI/02	20	18-06-2024	06-09-2024
17	Train Operator	2024/RC/TO/04	6	19-06-2024	01-07-2024
18	Station Service Manager	2024/IC/SSM/02	20	03-07-2024	10-07-2024
19	SC2 to SCTO	2024/IC/SCTO/03	10	08-08-2024	09-10-2024



**SPECIAL TRAINING SCHEDULE FOR THE YEAR OF 2024**

Sl.No.	Course details	Designation	Batch	Date
1	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/01	22-01-2024
2	Safety Seminar	ALL Department Staff	2024/OPN/SS/01	30-01-2024
3	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/02	21-02-2024
4	Safety Seminar	ALL Department Staff	2024/OPN/SS/02	24-02-2024
5	Safety Training, EPIC and PTW training	Technical Staff (JE Technical Dpt)	2024/OPN/ST/01	29-02-2024
6	Safety Seminar	ALL Department Staff	2024/OPN/SS/03	19-03-2024
7	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/03	22-03-2024
8	Safety Training, EPIC and PTW training	Technical Staff (JE Technical Dpt)	2024/OPN/ST/02	26-03-2024
9	Safety Training, EPIC and PTW training	Technical Staff (JE Technical Dpt)	2024/OPN/ST/03	10-04-2024
10	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/04	12-04-2024
11	Safety Seminar	ALL Department Staff	2024/OPN/SS/04	23-04-2024
12	Safety Training, EPIC and PTW training	Technical Staff (JE Technical Dpt)	2024/OPN/ST/04	14-05-2024
13	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/05	17-05-2024
14	Safety Seminar	ALL Department Staff	2024/OPN/SS/05	23-05-2024
15	Safety Seminar	ALL Department Staff	2024/OPN/SS/06	12-06-2024
16	Safety Training, EPIC and PTW training	Technical Staff (JE Technical Dpt)	2024/OPN/ST/05	18-06-2024
17	Workshop Training	Operation Staff (SC/TO/TC/SI/SSM/Operat or)	2024/OPN/WS/06	20-07-2024

### Training Bar Chart – 1.3

**Annexure -S3**

Jun-24																																																			
Batch	No. of Trainee	Training Co-	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																			
2024/RC/TO/03	6	**			2024/RC/TO/03																																														
2024/IC/SCTO/02	11	***					2024/IC/SCTO/02																																												
2024/IC/SI/02	20	**																	2024/IC/SI/02																																
2024/RC/TO/04	6	*****																	2024/RC/TO/04																																
Safety Seminar														SS						SS																															
Jul-24																																																			
Batch	No. of Trainee	Training Co-	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																			
2024/RC/TO/03	10	**			2024/IC/SSM/02																																														
2024/IC/SCTO/02	11	***	2024/IC/SCTO/02																																																
2024/IC/SI/02	20	**	2024/IC/SI/02																																																
2024/RC/TO/04	6	*****	2024/RC/TO/04																																																
Work Shop																																																			

CHENNAI METRO RAIL LIMITED							CNR/CRM
O & M DIVISION(TRAINING)							Ref No. 01
TRAINING MODULE							DATE:XXXXXX
REFRESHER TRAINING FOR TRAFFIC REGULATOR							
Date of Implemented		07-10-2025 To 15-10-2025	Total Training Days:		8		
S.N	Day	Module/ Sub Module Name	Topic Name	Content	Training Type	Training Method	Duration (hr)
1	07-10-2025	MRR-2022	MRR-CH-1 TO CH-3		CLASS ROOM, THEORY	DOCUMENT_PPT	
2	07-10-2025	MRR-2022	MRR-CH-4 TO CH-7		CLASS ROOM, THEORY	DOCUMENT_PPT	
3	07-10-2025	MRR-2022	MRR-CH-8 TO CH-12		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 17:45
4	07-10-2025	SPL INSTRUCTIONS-2013SP, INSTRUCTIONS			CLASS ROOM, THEORY	DOCUMENT_PPT	
5	08-10-2025	SIGNALING	IXL		CLASS ROOM, THEORY	DOCUMENT_PPT	
6	08-10-2025	SIGNALING	IXL		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 17:45
7	08-10-2025	SIGNALING	ONB ATP SYSTEM		CLASS ROOM, FAMILIARIZATION	DOCUMENT_PPT, SITE VISIT	
8	08-10-2025	SIGNALING	MODES OF OPERATION		CLASS ROOM, THEORY	DEMO, HANDS ON, PRACTICAL	
9	09-10-2025	SIGNALING	PSD PSD OCC & IMP		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 13:15
10	09-10-2025	SIGNALING			SITE VISIT	DEMO, HANDS ON, PRACTICAL	
11	09-10-2025	OCC			CLASS ROOM, THEORY	DOCUMENT_PPT	14:30 - 16:00
12	09-10-2025	SOP STATION			CLASS ROOM, THEORY	DOCUMENT_PPT	16:15 - 17:45
13	10-10-2025	ROLLING STOCK			CLASS ROOM, THEORY	DOCUMENT_PPT	
14	10-10-2025	ROLLING STOCK	TRAIN TO TRAIN COUPLING		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 16:00
15	10-10-2025	ROLLING STOCK	TECHNICAL BULLETIN		FAMILIARIZATION, PRACTICAL	DEMO, HANDS ON, PRACTICAL	
16	10-10-2025	OHE	OHE FAILURE AND UPDATES		CLASS ROOM, THEORY	DOCUMENT_PPT	16:15 - 17:45
17	11-10-2025	TRAIN COUPLING	COUPLING TRAINING		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 13:15
18	11-10-2025	TRAIN COUPLING	COUPLING TRAINING		FAMILIARIZATION, PRACTICAL	DEMO, HANDS ON, PRACTICAL	
19	11-10-2025	TELECOM	TELECOM OVERVIEW AND UPDATE		CLASS ROOM, THEORY	DOCUMENT_PPT	14:30 - 17:45
20	11-10-2025	TELECOM	TELECOM OVERVIEW AND UPDATE		CLASS ROOM, THEORY	DOCUMENT_PPT	
21	13-10-2025	FIRE AID	CPR AND FIRST AID		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 16:00
22	13-10-2025	FIRE AID	CPR AND FIRST AID		FAMILIARIZATION, PRACTICAL	DEMO, HANDS ON, PRACTICAL	
23	13-10-2025	TRACK	TRACK EFFECTS AND RESTORATION		CLASS ROOM, THEORY	DOCUMENT_PPT	16:15 - 17:45
24	14-10-2025	FIRE SAFETY	FIRE DETECTION & SUPPRESSION SYSTEM AND TYS		CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 11:30
25	14-10-2025	TUNNEL VENTILATION SYSTEM	TYS & VAC AND FIRE FIGHTING	TYS-DEFINITION, PURPOSE DAMPERS, SOUND ATTENUATOR, TFF, TUNNEL BOOSTER FANS, SENSORS, TYPE OF VENTILATION, MODES OF OPERATION(OCC,SCADA,OCC,IBP,STATION IBP),LOCAL CONTROL, FIRE EMERGENCY SCENARIO, VAC-DEFINITION, WORKING PRINCIPLE, DIFFERENT VAC SYSTEMS, DIFFERENCE BETWEEN VIR & WATER COOLED CHILLER SYSTEM, DIFFERENT COMPONENT OF WATER COOLED CHILLER SYSTEM WORKING AND SCADA, IBP AND FIRE FIGHTING SYSTEM	FAMILIARIZATION, PRACTICAL	DEMO, HANDS ON, PRACTICAL	11:45 - 13:15
26	14-10-2025	SAFETY & DISASTER		SAFETY MANUAL & DISASTER MANAGEMENT MANUAL	CLASS ROOM, THEORY	DOCUMENT_PPT	14:30 - 17:45
35	15-10-2025	EXAM		WRITTEN EXAM	CLASS ROOM, THEORY	DOCUMENT_PPT	10:00 - 13:15
36	15-10-2025	VIVA VOCE		VIVA VOCE	EXAM	EXAM	14:30 - 17:45

**Training Weekly Timetable – 1.5**

**Annexure - S5**

**Refresher Course for Competency Renewal - SC / TO / TC / DC**  
**Batch NO: 2023/RC/SC/01 - From 04.09.2023 to 13.09.2023**

Sl.No	Date	Session – I 10:00 - 11:30 (hrs)		Session - II 11:45 - 13:15 (hrs)		Session - III 14:30 - 16:00 (hrs)		Session - IV 16:15 - 17:45 (hrs)
1	04-09-2023 Monday	1.TOPIC 2.Trainers 3.Class Room	Tea Break	1.TOPIC 2.Trainers 3.Class Room	Lunch Break	1.TOPIC 2.Trainers 3.Class Room	Tea Break	1.TOPIC 2.Trainers 3.Class Room
2	05-09-2023 Tuesday	1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room
3		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room
4	08-09-2023 Friday	1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room
5	09-09-2023 Saturday	1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room
6	11-09-2023 Monday	1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room
7	12-09-2023 Tuesday	1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room		1.TOPIC 2.Trainers 3.Class Room

**Trainer's Hours Details – 1.6**

Annexure- S6

**Sub: Trainer's Handling classes Details SC Refresher Course      Batch**  
**No. 2023-RC-SC-01: from 04-09-2023 to 13-09-2023**

Sl. no	Date	Name	Designation	Emp id	Topic	No of Trainees	Course	From	to	HOURS PER DAY
1	04-09-2023	*****	JE/SIG	5063	SIGNALLING OVERVIEW	15	IC	10:00	11:30	1.5
2	04-09-2023	*****	JE/SIG	5263	ATS SYSTEM TRAINING	15	RC/SC	11:45	13:15	1.5
3	04-09-2023	*****	JE/SIG	5278	PSD FUNCTIONALITY PRACTICAL	15	RC/SC	15:30	17:45	3
4	05-09-2023	*****	SC/TO	5145	MRGR	15	RC/SC	10:00	13:15	3
5	05-09-2023	*****	SC/TO	5037	MRGR	15	RC/SC	14:30	17:45	3
6	07-09-2023	*****	Tech/TELE	5243	TELECOM OVERVIEW & TRAIN BORDE	15	RC/SC	10:00	13:15	3
7	07-09-2023	*****	TECH/AFC	5106	PARKING SYSTEM	15	RC/SC	14:30	16:00	1.5
8	07-09-2023	*****	SC/TO	5152	RRSCM TRAINING	15	RS/SC	14:30	16:00	1.5
9	08.09.2023	*****			FRIST AID	15	RC/SC	10:00	13:15	3
10	08-09-2023	*****	JE/SIG	5030	FIRE FIGHTING	15	RS/SC	14:30	17:45	3
11	09-09-2023	*****	JE/AFC	5261	AFC - OVERVIEW	15	RS/SC	10:00	13:00	3

### Trainer's Hours Details – 1.6

**Annexure -S7**

#### Honorarium claimed by CMRL Faculties for The month of MAY 2024

Sl. No	Date	Trainer Name	Designation	EMP No.	Topic	Batch		From	To	Hours
1	22-05-2024	***	DY. ADV	1568	SAFETY MANUAL & DISASTER MAGNT MANUAL	IC/SCT O/01	7	10:00	11:30	01:30
								<b>TOTAL</b>		<b>01:30</b>
2	07-05-2024	****	JE/SIG	5003	OPERATING OF SIGNALLING ELEMENTS	IC/SCT O/01	7	10:00	13:15	3
	07-05-2024	****	JE/SIG	5003	ONBOARD ATP THEORY & PRACT	IC/SCT O/01	7	14:30	17:45	3
	23-05-2024	****	JE	5003	SIGNALLING SYSTEMS	RC/TO /02	7	10:00	13:15	3
	23-05-2024	****	JE	5003	SIGNALLING SYSTEMS THEORY & PRACTICAL	RC/TO /02	7	14:30	17:45	3
									<b>TOTAL</b>	<b>12</b>
3	20-05-2024	*****	TC	5008	FALKO TIMETABLE TRAINING	IC/SCT O/01	7	10:00	17:45	6
	21-05-2024	*****	TC	5008	FALKO TIMETABLE TRAINING	IC/SCT O/01	7	10:00	17:45	6
									<b>TOTAL</b>	<b>12</b>

#### Summary of Training Courses Conducted during the Month of MAY 2024

Sl.no	Name	Designation	Emp id	Training Hours
1	***	DY.ADV	1568	01:30
2	****	JE/SIG	5003	12
3	*****	TC	5008	12

Trainee's Attendance – 1.6

Annexure- S8



**CHENNAI METRO RAIL LIMITED**  
**Operations Training & Safety**

CMRL/OPER/T&S/F-01  
Rev: A  
Date: 01-09-2023

**Attendance Sheet**

**Course Name: Refresher Training**

**Batch No:2023/RC/SC/05**

**Date: From 26-10-2023 To 03-11-2023**

Sl. No	Name	Emp. No	Company	Date				Date			
				S-1	S-2	S-3	S-4	S-1	S-2	S-3	S-4

	<b>CHENNAI METRO RAIL LIMITED</b> <b>Operations Training &amp; Safety</b>	CMRL/OPER/T&S/F-02 Rev: A Date: 01-09-2023					
<b><u>Feedback Form</u></b>							
<b><u>Batch NO</u></b>		<b><u>Trainers Name</u></b>		<b><u>Date</u></b>		<b><u>Session No</u></b>	
<b>SI No</b>	<b>Items</b>	<b>Strongly agree</b>	<b>Agree</b>	<b>Neutral</b>	<b>Disagree</b>		
1	The training met my expectations						
2	I will be able to apply the knowledge learned in my daily activities						
3	The content was logically organised						
4	The presentation was good						
5	The trainer focussed the training objectives						
6	Participation and interaction were encouraged						
7	Adequate time was provided for questions and discussions						
8	Overall performance of the trainer was good						
9	Well organised facilities for training						
10	No of distinct additional comments (annexure attached)						



**KPI Report – 1.6****Annexure - S10****KPI Data for the month of JUNE 2024****Training Batch Details for the month of JUNE 2024**

SI NO	COURSE	CATEGORY	PARTICIPANTS	DURATION	
				FROM	TO
1	Induction Course	2024/IC/TO/01	10	04-03-2024	21-06-2024
2	Induction Course	2024/IC/SCTO/01	8	02-05-2024	29-06-2024
3	Refresher Course	2024/RC/TO/03	6	03-06-2024	14-06-2024

**Trainee's (Non CMRL) hours – JUNE 2024**

SI NO	COURSE	CATEGORY	PARTICIPANTS	DAYS	HOURS	TOTAL HOURS PER MONTH
1	Induction Course	2024/IC/TO/01	10	15	6	900
2	Refresher Course	2024/RC/TO/03	6	11	6	396

**Total - 1950****Trainee's (CMRL) Non-Executive hours - JUNE - 2024**

SI NO	COURSE	CATEGORY	PARTICIPANTS	DAYS	HOURS	TOTAL HOURS PER MONTH
1	Induction Course	2024/IC/SCTO/01	8	25	6	1200

**Total – 1200****Trainers non-executive hours – JUNE– 2024**

SI NO	COURSE	CATEGORY	PARTICIPANTS	DAYS	HOURS	TOTAL HOURS PER MONTH
1	Induction Course	2024/IC/SCTO/01	2	17	4.5	153
2	Refresher Course	2024/RC/TO/03	5	5	2	50
3	Induction Course	2024/IC/SSM/02	3	5	2	30
	Refresher Course	2024/RC/TO/04	4	5	2.5	52

**TOTAL – 28**

**Trainers’ Executive hours – JUNE – 2024**

SI NO	COURSE	CATEGORY	PARTICIPANTS	DAYS	HOURS	TOTAL HOURS PER MONTH
1	Refresher Course	2024/RC/TO/03	1	1	1.5	1.5
2	Refresher Course	2024/RC/TO/04	1	1	1.5	1.5

**TOTAL –3**

## Part-B

### **1. Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract (CAMC):**

Comprehensive Annual Maintenance for 5 years from the date of acceptance by CMRL for the provided software modules and Hardware components shall be borne by the bidder.

- 1.1. The successful bidder should maintain the computer-based training Management system Software and all its associated hardware components deliverable under this contract for a period of 5 years post the DLP (free warranty- period of 12 months). The DLP will start after acceptance by CMRL post Go-Live.
- 1.2. The scope of work consists of the comprehensive regular timely operations, maintenance, CR (Change Request) implementation, H/W and S/W Warranty replacement, repair, reinstallation & support, commissioning of new H/W and S/W components, managing the system alerts & events, SSL (Secure Sockets Layer) implementation and maintenance, Random running number-based authentication etc.,
- 1.3. Apart from the above the following detailed activities should be performed one or more times based on the requirement:
  - 1.3.1. All the software maintenance issues like, Bug fixes, security vulnerabilities, compatibility issues, user interface/experience problems, data base and data corruption issues, scalability problems, integrations challenges and any other issues not limited to shall be contractor responsibility to clear such issues at no cost to CMRL during the CAMC period.
  - 1.3.2. Addition/Removal/Update of content (static or dynamic) or layers including its authoring; where content includes, but is not limited to: Web pages, Style sheets, Images, Audio, Video, Scripting, AJAX interfaces, Flash interfaces/content etc. and authoring includes but is not limited to: capturing, development, testing, processing etc.
  - 1.3.3. Server-side activities required for proper functioning, but not limited to: configuration, fine-tuning, optimization, scripting, and addition/soft deletion/updation of features for the applicable web server(s), application server(s), database server(s) etc.
  - 1.3.4. Replacing any content (photos, videos, text etc.) with the official content as and when they are developed or made available for a given asset.
  - 1.3.5. Feedback-based continuous improvement.
  - 1.3.6. Identification of Preventive and corrective measures with the respect to the changes occurring.
  - 1.3.7. Maintain a log for the operations being done which can be used for further action.
  - 1.3.8. Business Continuity Planning (BCP)management.

### **1.4. Maintenance requirements of Computer Based training Management System and Deliverable hardware items.**

- 1.4.1 The Contractor shall always throughout the Comprehensive Maintenance Contract (CAMC) period, maintain all assets (herein referred to as CAMC Assets) software and hardware deliverable items under this contract in accordance with the provisions of the Contract.
- 1.4.2 The contractor shall include in the Price Schedule the costs associated with all necessary 'Spares' and 'Tools,' including all types of spares, consumables, special tools, software, licence etc. and skilled persons required for the maintenance of software, and hardware.
- 1.4.3 The Contractor shall perform and conform to the full scope of Maintenance Requirements for CAMC Scope.
- 1.4.4 The bidder shall have registered and functioning office in Chennai and support team shall be available for the entire period of contract.
- 1.4.5 Payments for undertaking the CAMC obligations described in this Contract shall be made solely in accordance with the Price Schedules mentioned for Price Centre “CAMC” subject to any deductions for Penalties defined elsewhere in this contract.
- 1.4.6 Deliverable items in this contract (defined in the scope of work) having an OEM rated design-life that will lapse during the course of the CAMC period shall be replaced by the Contractor (on or before expiry) as part of the obligations of this CAMC Contract at no additional cost to CMRL.
- 1.4.7 Throughout the CAMC Period, the Contractor shall remain custodian of all the deliverables for implementation of Computer Based Training System in place. On completion of CAMC the same shall be handed over to CMRL.
- 1.4.8 Before start of CAMC Works, the Contractor shall prepare and submit detailed CAMC maintenance procedures for approval of CMRL.

#### **1.5. Repair / rectification of defects and deficiencies**

- 1.5.1. The scope of the CAMC works is “comprehensive” in nature. This means the Contractor is required to undertake all remedial Works necessary to repair/replacement and fully rectify defects and deficiencies arising on all CAMC Assets as defined by the CAMC scope.
- 1.5.2. In the event that defects and/or damage cannot be expeditiously remedied at the CMRL CBT Room; CMRL consent shall be sought for the Contractor to remove the asset(s) from the CMRL CBT room for the purposes of undertaking such repairs. If repair process takes more than 24 hours, then suitable replacement shall be provided for the same until repair and rectification.

#### **1.6. Schedule of Maintenance**

- 1.6.1. Scheduled Maintenance refers to all forms of Preventive Maintenance (PM) which shall be proposed by the contractor and agreed by the CMRL.
- 1.6.2. Throughout the CAMC Period, the Contractor shall be responsible to ensure that the full function of Training management systems and deliverable items. Documents and procedures that are relevant to matters of Scheduled Maintenance are frequently reviewed and updated to optimise and improve the methodologies for planning and execution of the Works.

### **1.7. Unscheduled Maintenance**

- 1.7.1. Unscheduled Maintenance refers to any maintenance or repair activity required to be undertaken on a CAMC Asset which would not ordinarily be scheduled in accordance with Scheduled Maintenance Programme.
- 1.7.2. Reasons which may give rise to a requirement for “Unscheduled Maintenance” includes, but is not limited to a Fault, unsatisfactory performance, defects, deficiencies, natural calamity, fire, riots, arson or negligence.
- 1.7.3. Throughout the CAMC Period, the Contractor shall be responsible to ensure that the full suite of documents and procedures that are relevant to matters of Unscheduled Maintenance are frequently reviewed and updated to optimise and improve the methodologies for planning and execution of the Works.
- 1.7.4. The Contractor shall as far as reasonably practicable minimize the downtime for Unscheduled Maintenance to avoid any adverse effect on the overall function of Training Management system.

### **1.8. Spares and Consumables:**

- 1.8.1. Throughout the CMC period, the Contractor shall always maintain sufficient stock of all Spares and Consumables to the full extent necessary to fulfil all the obligations of the CAMC scope.
- 1.8.2. Spares and Consumables (herein referred to only as Spares) shall include but shall not be limited to the following subcategories, as applicable to Computer based training management systems and Deliverable items.
  - a. Unit exchange spare
  - b. Mandatory spares
  - c. Any other items required for maintenance (identified by the Contractor / CMRL / OEM).
- 1.8.3. The Contractor shall be deemed to have thoroughly examined the tender documents, technical requirements, and all associated obligations, and shall have included all costs related to the implementation of the CBTMS in their price bid.

This includes, but is not limited to,

- i. Procurement, installation, and configuration of all hardware and software.
  - ii. Development, customization, and integration of the CBTMS.
  - iii. Testing, commissioning, and operationalization of the system.
  - iv. Training, user manuals, and post-implementation support as specified in the tender.
- 1.8.4. No additional payment, claims, or adjustments will be entertained beyond the quoted price bid for any activities or resources required for the successful implementation of the CBTMS. The Contractor assumes full responsibility for accounting for all foreseeable and unforeseeable costs associated with the delivery of this requirement in their bid.

### **1.9. Service Level Agreement for Part B:**

- 1.9.1. The Training Management system should be developed, deployed and hosted at the Cloud server. Necessary application-level support should be mainly at the

server side. However, client level support shall be required when the issues are reported by department.

1.9.2. The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a monthly basis.

2. The SLA will be monitored during this period 5 Years of CAMC.
3. The contractor shall provide prompt service based on the severity of ticket raised by CMRL during the CAMC through the support Management system.

<b>Sl. No</b>	<b>Level of urgency</b>	<b>Maximum Time frame to close the ticket</b>	<b>Penalty for each open ticket after maximum time frame</b>
i	Level 1 Severity	4 hours	Rs.10,000/- Per Ticket per Day
ii	Level 2 Severity	8 hours	Rs.1,000/- Per Ticket per Day
iii	Level 3 Severity	16 hours	Rs.500/- Per Ticket per Day
iv	Level 4 Severity	Next release	Rs.100/- Per Ticket per Day

3.1.The support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of support, the service shall be escalated to the back-office team for rectification.

3.2.The successful bidder will maintain logs for the entire contract period and submit as on when required for CMRL.

#### **4. CAMC Payments**

4.1.Payments will be made on a quarterly basis subject to the submission of valid invoice by the Contractor and approval of CMRL.

4.2.The quarterly payment amounts shall be calculated based on the Price Centre 'CAMC' apportionments duly applying the penalties.

4.3.Whenever, the Contractor gets any Deductions / Penalties of >8% of Quarterly CAMC payments for TWO (2) consecutive quarters, then CMRL reserves the right to Terminate the Works in accordance with GCC.

## 5. SPECIAL CONDITIONS OF CONTRACT (SCC)

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## **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1. **” System Availability”**, also known as equipment availability or asset availability, is a metric that measures the probability that a system is not failed or undergoing a repair action when it needs to be used. The equipment shall be functioning. shall not out of service for repairs or inspections and It’s functioning under normal conditions and operates in an ideal setting at an expected rate. System availability is usually measured as a percentage and is often expressed in terms of “uptime” versus “downtime” over a given period. For instance, a system with 99% availability means it is expected to be operational and accessible 99% of the time, while the remaining 1% represents the allowable downtime.
- 1.2. **“Service Level Slippage”** refers to a situation where the service provided fails to meet the agreed-upon standards or benchmarks set out in the Service Level Agreement (SLA). This could be due to various reasons such as system downtime, slow response times, or failure to resolve issues within the agreed time frame.
- 1.3. Unless the context otherwise requires, the capitalized terms not defined in this SCC but used in this SCC shall have the same meaning given to such terms in the GCC. The capitalized terms that are used in this SCC and not defined in the GCC, unless the context otherwise requires, have the same meaning given to such terms as under.
- 1.4. The principles of interpretation specified in Clause 1.2 of the GCC are deemed to be incorporated in this SCC by reference and are applicable for the purposes of interpretation of this SCC

## **2. SCOPE OF TENDER AWARD AND FLEXIBILITY:**

- 2.1. CMRL reserves the right to decide on awarding the Comprehensive Annual Maintenance Contract (CAMC) for both software and hardware deliverables, either at the time of initial contract award or within a period of six (6) months prior to the completion of the Defects Liability Period (DLP).
- 2.2. Bidders shall acknowledge and agrees that CMRL may exercise this right at its discretion, and that such decisions will be final and binding.
- 2.3. This clause forms an integral part of the tender document and shall be binding on all parties involved in the tendering process.
- 2.4. Bidders shall submit their financial bids for both the parts (i.e. BoQ 2 & BoQ 3)

## **3. PAYMENTS & PENALTIES:**

### **3.1 PAYMENTS**

- 3.1.1 No advance payment will be released.
- 3.1.2 For Part: A Stage-wise payment will be released based on the milestone deliverables completed and approved by CMRL.
- 3.1.3 For Part B: Payment will be based on Service level agreement which depends on the performance of the Successful bidder. (Refer SL No 12&13in Milestone Table)
- 3.1.4 **The payment will be released on submitting e-Invoice in stages on achieving the following milestones.**



Sl. No	Milestone	% of Total Fee	Basis of Approval
<b>Total tender value(Z) = Tender value for Part A (X) + Tender value for Part B (Y)</b>			
<b>Tender value for (Part A) = (X)</b>			
<b>Stage -1</b>			
1	Work Breakdown Structure (WBS)	70	On approval of CMRL Operations department
2	Software Requirements Specification (SRS) Sign Off		On approval of CMRL Operations department
3	Integration Test Report along with Screen shots		On submission of Copy of Security and Performance Testing Certification and approval of CMRL Operations department
4	User Acceptance Test (UAT) Sign off and		
5	Traceability Matrix		
6	Security Audit clearance		On approval of CMRL Operations department
7	Successful completion of Hardware deliverable items supply, installation, testing and acceptance by CMRL		
8	Training & Pilot Roll out		On approval of CMRL Operations department
9	Go-Live		On approval of CMRL Operations department
<b>Stage-2</b>			
10	Handover of SaaS subscription rights in the Name of CMRL, with administrative access, Configuration Data and all latest Backup data, files & Tools to Operate and maintain CBTMS. CBT Content files, user Manual, Data base, subscriptions for any other support software rendering for the creation or operation usage of the software/hardware, Hardware, equipment, consumables etc.	20%	On approval of CMRL Operations department
<b>Stage-3</b>			
11	a. Defects Liability Period & Warranty (free service period) of 1 year. b. Successful delivery and acceptance of the final configured SaaS solution with full platform access, configurations, all tools required for CMRL's independent operation and management of the CBTMS system.	10%	Deductions like penalties and other applicable deductions will be intimated by CMRL time on Time before payment process. The same will be adjusted against the payment towards the contractor.
<b>Total for Part (A)</b>		<b>100%</b>	

<b>Tender value for (Part B) = ( Y )</b>			
12	<p>Payment for CAMC (Comprehensive Annual Maintenance for Software and Hardware) for a period of 5 years.</p> <p>I. First Year of CAMC</p> <p>II. Second year of CAMC</p> <p>III. Third year of CAMC</p> <p>IV. Fourth year of CAMC</p> <p>V. Fifth year of CAMC</p>	<p>% in Total Value of Bid-B</p> <p>10%</p> <p>15%</p> <p>20%</p> <p>25%</p> <p>25%</p>	<p>The total quoted amount (Exclusive of GST) for the 5-year Comprehensive Annual Maintenance Contract (CAMC) shall be weighted at 100% of the price bid -B. Payments shall be made on a quarterly basis, subject to the satisfactory and approved performance of the Contractor. The total payment for each contract year (being the sum of payments for four quarters) shall be limited to the percentage of the Total Value of Bid-B specified for that year, as detailed in the Payment Schedule provided in this table.</p> <p>Any applicable deductions, such as penalties, shall be communicated by CMRL and adjusted against the payments. The Contractor must submit quarterly e-Invoice (only) for payment, which will be processed upon approval from CMRL Operations.</p>
13	<p>a. After successful completion of the Contract with 'no-claim certificate' and 'certificate for release of final payment'</p> <p>b. Final configured SaaS solution with full platform access, configurations, and licenses required for CMRL's independent operation and management of the CBTMS system.</p>	<p>5 %</p>	<p>On approval of CMRL Operations department</p>
<b>Total for Part (B)</b>		<b>100%</b>	

### 3.2 PENALTIES:

3.2.1 The following service level arrangements will be followed for payment during DLP & CAMC:

Sl.No.	Service	Expected service Level target	Performance Penalty
1	System support - System Availability (Monthly Average Availability of System)	99% uptime	a) 95% to 98.99%: Rs. 5,000/- for each instance for the Month of SL slippage with a cap of 10% of milestone amount. b) 90% to 94.99%: Rs. 10,000/- for each instance for the Month of SL slippage with a cap of 10% of milestone amount. c) Less than 90%: 25000/- of milestone amount for each instance for the Month of SL slippage with a cap of 10% of milestone amount. d) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.

3.2.1 In the event of failure by the Contractor to achieve the Stage-1 Milestone within the stipulated time period from the date of execution of the Agreement between CMRL and the Contractor, a penalty shall be levied at the rate of 1% (one percent) per month of delay, or part thereof.

The penalty shall be applicable from the month immediately succeeding the due date of the Stage-1 Milestone and shall be calculated on the amount quoted for the relevant stage, as specified under Part-A of the Bill of Quantities (BOQ-2).

- **BOQ-2 PartA S.No 2.00 : Design, Development, testing and implementation of CBTMS**
- **BOQ-2 Part A S.No 3.00: CBT- Interactive video creation**

The penalty so levied shall be recoverable from the Contractor's dues and/or Security Deposit, without prejudice to any other rights or remedies available to CMRL under the Contract.

## 4 CONTRACT PERFORMANCE GUARANTEE

4.1 Within twenty one (21) days from the issuance of Letter of Acceptance (LOA) by CMRL, the Contractor shall provide CMRL with a Contract Electronic Performance Bank Guarantee (ePBG), which shall be an irrevocable, unconditional, first demand bank guarantee 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 in **Annexure 10**, for an amount equal to Ten percent (10%) of the Contract Price, which shall remain valid and effective from the Effective Date till the date of expiry / termination of the Contract, with a claim period of 6 (six) months from the date of expiry / termination of the Contract.

- 4.2 CMRL shall have an unqualified option under the Contract Performance Bank Guarantee to invoke the guarantee and claim the amount thereunder in the event of the Contractor's failure to honour any of its obligations, responsibilities or commitments under the Contract and/or in respect of any amount due from the Contractor to CMRL.
- 4.3 In the event CMRL invokes the Contract Performance Bank Guarantee, in part or in full, the Contractor shall immediately restore the value of the Contract Performance Bank Guarantee to such value which existed prior to invocation of the Contract Performance Bank Guarantee. In the event the Contractor fails to restore the Contract Performance Bank Guarantee, then the Contractor shall not be entitled for issuance of the no-claim certificate.
- 4.4 The entire performance guarantee (if unclaimed / unused) shall be returned to the Contractor only after successful completion of contract period. Part withdrawal of performance guarantee shall not be allowed. The value of performance guarantee shall remain fixed during the complete contract period including extension if any. No claim will be entertained to reduce the value of performance guarantee during the course of contract period. Similarly, there will be no increase in the value of performance guarantee for any additional work given under variation.
- 4.5 In the event that the bank issuing the above bank guarantee, at any time during the subsistence of the bank guarantee, no longer meets the requirement of a scheduled bank or the requirements of CMRL, the Contractor shall furnish a replacement bank guarantee to CMRL within thirty (30) days of CMRL's demand, which shall be issued by a scheduled bank.
- 4.6 The Contractor agrees to submit the bank guarantees strictly in the form provided in the Contract. Any deviation in the form of bank guarantee shall not be acceptable, unless expressly agreed by CMRL, and CMRL will not be responsible for any delay in payment of any nature due to the submission of wrong and/or deviated bank guarantee(s).
- 4.7 The Contractor agrees that while issuing the physical bank guarantees, the Contractor's bank shall also send electronic message through secure Structured Financial Messaging System (in case of bank guarantees issued from within India) or SWIFT (in case of bank guarantees issued from outside India) to the CMRL's bank whose details shall be provided to Contractor on request.

## **5 DOCUMENT SUBMISSION FOR RELEASE OF FINAL PAYMENT**

The formats for 'no-claim certificate' and 'certificate for release of final payment' shall be as set out in **Annexure 17** and **Annexure 18**. The Contractor acknowledges that the 'no claim certificate' shall be printed on a stamp paper of appropriate value in accordance with the prevailing stamp duty laws and submitted to CMRL under the signature of an authorised signatory. The 'certificate for release of final payment' and 'undertaking for compliance of labour laws' shall be on the Contractor's letterhead.

## **6 PARENT COMPANY GUARANTEE**

On or prior to the execution of the Contract, the Contractor shall have delivered to CMRL a duly executed performance and payment guarantee from its parent company that has financial standing and creditworthiness acceptable to CMRL in its sole discretion (such

direct or indirect Parent Company, a “**Parent Guarantor**”) in the form provided in **Annexure 10** (such performance and payment guarantee, a “**Parent Company Guarantee**”), which shall remain valid and in full force and effect from the Effective Date until all duties and obligations of the Contractor have been indefeasibly paid and performed in full and the Parent Guarantor receives written notice thereof from CMRL. CMRL shall have an unqualified option under the Parent Company Guarantee to invoke and draw on the Parent Company Guarantee in the event of the Contractor’s failure to honour any of its obligations, responsibilities or commitments under the Contract or in respect of any amount due from the Contractor to CMRL. For the avoidance of doubt, CMRL’s above right shall not be affected by any termination of the Contract and shall survive any termination of the Contract.

## **7 INSURANCE**

- 7.1 Before commencing rendering of Services by the Contractor, it shall be obligatory for the Contractor to obtain at his own cost, the following insurance covers:
- (a) Liability under the Workmen’s Compensation Act, 1923, Minimum Wages Act, 1948 and Contract
  - (b) Accidents to staff, Engineers, Supervisors and others who are not governed by Workmen’s Compensation Act.
- 7.2 In addition to the above, during the subsistence of this Contract, the Contractor shall obtain and maintain at his own expense, adequate insurance with regards to all its obligations under this Contract, including Commercial General Liability (CGL) Insurance, @ 5% of contract value covering bodily injury or death suffered by third parties (including the CMRL’s Personnel) and loss of or damage to property (including the CMRL’s property) and Professional Indemnity Insurance, @ 100% of contract value covering for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission and workmen compensation (if applicable) in accordance with the applicable statutory requirements.
- 7.3 CMRL’s name shall be mentioned as beneficiary / nominee in all the insurance policies availed by the Contractor except for Workmen Compensation Insurance.
- 7.4 The policies shall remain in force throughout the period until which the Contract subsists. The Contractor shall whenever called upon, produce to CMRL the various insurance policies taken by him / it, as also the rates of premia and the premia paid by him / it to ensure that the policies indeed continue to be in force. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies mentioned above, or any other insurance he / it might be required to effect under the Contract, then in such cases, CMRL may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by CMRL in this regard shall be deductible from payments due to the Contractor or from the Contract Performance Guarantee.

## **8 CONTRACTOR’S STORAGE ROOM**

- 8.1 CMRL shall demarcate and allocate the space at location of CMRL for setting up storage room in the allocated space, in accordance with the rules and regulations stipulated by CMRL in this regard. Such allocated storage space shall be strictly used for the purpose

CMRL contract. Any violation in this regard by the Contractor shall attract penalty of Rs. 1,00,000 (Rupees One Lakh Only) for each such violation.

- 8.2 CMRL shall demarcate and allocate the space for the Contractor to store its Hardware/equipment required for the purposes of rendering the Work/Services. The Contractor shall make its own arrangements to stack & charge its Hardware & equipment at the provided storage room.
- 8.3 Contractor shall make necessary arrangements to store the Hardware/equipment in closed environment and shall not be visible to public and shall not cause hindrances to other activities and passenger movement.
- 8.4 CMRL reserves the right to change the above locations as per operation planning & requirements from time to time, without out any requirement of obtaining consent of the Contractor. The Contractor will be notified by CMRL upon such change in the designated locations. The same must be obliged by the Contractor without any cost implication to CMRL.

## **9 WARRANTY AND DEFECT LIABILITY (FREE SERVICE) PERIOD**

- 9.1 All the hardware deliverable items, equipment shall be covered under 5 years full replacement OEM warranty and Defect Liability period of 12 months (free service period) after the date of acceptance.
- 9.2 The Software application shall be covered under Defect Liability period of 12 month free service warranty period after the date of acceptance.
- 9.3 The CAMC shall start after completion of the Defect Liability period (Free service period) for the Software and Hardware components.

## **10 TECHNICAL FEATURES:**

- a) **Standards:** Adhere to relevant industry standards and legal requirements concerning data protection and privacy. The Contractor must follow CMRL IT policies and Cyber Security Policies. Compliance with data protection regulations (e.g., General Data Protection Regulations (GDPR), if applicable. The list of standards is indicated for reference but may not to be treated as exhaustive:
  - i. CMRL IT Policies and Cyber Security Policies.
  - ii. GIGW guidelines as per Government of India
  - iii. W3C standards for Web pages
  - iv. SCORM 2004/ xAPI (ADL)
  - v. SOAP, HTTP/HTTPS for information access / transfer protocol
  - vi. SOA and other Open standards for Web services Interoperability
  - vii. RSA standards for Digital Signature (if required)
  - viii. PKCS specifications for encryption(if required)
  - ix. SSL protocols for secure communication
  - x. ISO 27001 for Information Security
  - xi. IEEE/ ISO/ CMMI specifications of Documentation
  - xii. Open Source for Software Development & Deployment
- b) **Security Measures:** The System to be implemented under this project should be highly secure, considering the requirements of handling sensitive data. The overarching security

considerations are described below. The security services used to protect the Solution shall include: Identification, Authentication, Authorization, Role-based Access Control, Administration and Audit with support for industry standard protocol. Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system. Tamper proof data storage system needs to be used to prevent unauthorized operations.

- c) **Extensibility & Scalability:** Training Management system shall evolve to support new business requirements and make use of new technologies. The system shall be extensible and scalable to allow additional capacity/ bandwidth/ volume of users in future. The infrastructure elements have been designed keeping this principle in mind. The proposed solution should be designed based on open source and open standards, to the extent feasible and in line with overall system requirements, in order to provide interoperability with multiple platforms and avoid any technology or technology provider lock-in.
- d) **Architecture & Cross-Platform Compatibility:**
  - i. Architecture should be built on Internet involving n-Tier and should not be based on any proprietary standards. Computer based/Application should be developed using web-based technology. Architecture should support multi-tenancy and should be compatible to host in any environment.
  - ii. The solution must support complete scaling and growth without performance deterioration. The response time to open / load a page should not exceed 06 seconds. The time taken to complete a database transaction should not exceed 5 seconds. Generation of reports shall not take more than 15 to 30 seconds to display the same. In addition to above, the proposed architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution would be linked and connected to other sources (websites, contents, portals, systems of other Agencies). The proposed system must also adhere to any standards defined by CMRL.
- e) **User Interface (UI) and User Experience (UX):** - Develop an intuitive and user-friendly interface to enhance the overall user experience, encouraging user engagement.
- f) **Integration:** - Enable smooth integration with existing CMRL systems and databases for data synchronization and real-time updates.
- g) **Platform:** The application should be compatible with Web browser version, ensuring seamless accessibility for a wide range of users.
- h) **Multi-Tenancy:** The proposed application should work for any other similar kind of Department in CMRL without doing any change in the software.
- i) **Interoperability:** Software application and hardware infrastructure should conform to the defined industry standards that promote interoperability of data, applications and technology. Keeping in view the evolving needs of interoperability, especially the possibility that the solution would become the focal point of delivery of services and may also involve cross-functionality with the CMRL projects of other departments / businesses in future, the solution should be built on Open Standards.
- j) **Design for performance and reliability measurement:** Applications and technology components (processors, network, etc.) should be implemented in such a manner that Service levels required like a sub-second response to beneficiary authentication is

complied with. The application must allow efficient utilization and performance of underlying compute, network and security infrastructure. The deployment architecture must allow for fault tolerance and load balancing and enable horizontal scaling of servers and storage upgrades without affecting solution uptime.

- k) **Application Components:** The solution must be accessible over the various Network platforms including Internet, Internet through Broadband, using devices such as Desktop Computers, Laptop Computers, Tablet PCs, Interactive smart Display and Smart Phones for Data Entry, Download / Upload, Viewing and other applicable forms of access. The Solution shall be governed and supported by the Standard Operating Procedures, which includes Security Audits, established Policies, Maintenance components such as SLA, AMC, etc., System Administration and Database Administration support, besides the infrastructure maintenance support for the Application Server, Database Server, OS and Middleware, Security Systems, Network Monitoring, Replication / Backup, Disaster Recovery Setup, etc. The Application must interface with the external applications and systems as follows:

- i. Other Applications/portal/APIs
- ii. Mail Server (for sending reminders and mailers from the Application),
- iii. Exporting Options (in PDF and Excel formats)
- iv. SMS Gateway (for sending reminders and alerts from the Application)
- v. Data Warehousing Servers and Business Intelligence / Reporting Servers

## 11 TECHNOLOGIES:

- a) **Frontend:** - Latest or any other equivalent for dynamic and interactive frontend elements for modern and responsive user interfaces approved by CMRL.
- b) **Backend:** - Latest or any other equivalent approved by CMRL shall be employed for robust architecture, scalability, and developer-friendly features. Shall ensure efficient backend development and seamless integration of various modules.
- c) **Database:** - latest shall be the primary database management system for reliability, performance, and compatibility.
- d) **Real time communication:** Latest or any other equivalent approved by CMRL.
- e) **Authentication and security;** Latest or any other equivalent as approved by the CMRL
- f) **Data analytic and reporting:** Latest or any other equivalent as approved by the CMRL.
- g) **Data Principles:** The data strategy needs to be founded on clear, agreed-upon principles, such as the following:

Sl. No	Data Principle	Rationale	Implication to proposed solution
1	<b>Data Availability</b>	Data should be readily available to those with a legitimate need and authorisation for it.	Data will be organized and managed so as to maximize its value.



2	<b>Data simplicity</b>	Enhance intuitiveness and minimize change management with respect to data interpretation and usage	The way of storing data in database should be simple
3	<b>Data Creation</b> All data should be captured once at the point of its creation	i) Processes for data capture, validation, and processing should be automated wherever possible. ii) Data should only be collected if it has known and documented use and value.	i) Minimize multiple touchpoints of input data and capture it at source.
4	<b>Data Update Processes</b> that update a given data item should be standard across the department.	Ease of tracking of data update	Ensure that there is a known method of data update and tracking subsequently.
5	<b>Data duplication</b> Data should not be duplicated unless duplication is essential for practical reasons.	Data duplication leads to loss to data integrity over a period of time and must be minimized.	Data duplicated from the primary data source to be clearly identified as copies.
6	<b>Data Security</b>	Minimize losses due to inappropriate usage of sensitive data	Adequate data security standards to be adhered to.

**12 DEVELOPMENT PROCESS:** Agile development methodology shall be adopted, allowing for iterative development, continuous feedback, and flexibility to accommodate changes during the development lifecycle.

**13 TESTING AND QUALITY ASSURANCE:** Rigorous testing processes, including unit testing, integration testing, and user acceptance testing, shall be implemented to ensure the reliability and stability of the computer-based training management system/application.

**14 DEPLOYMENT:** To mitigate disruptions and ensure seamless implementation, a meticulous phased deployment strategy shall be adopted. This approach entails the following key components:

**14.1 Phased Deployment:** The deployment process will be structured into distinct phases, allowing for incremental rollout of the solution. Each phase shall be meticulously planned and executed to minimize operational disruptions and optimize resource utilization.

**14.2 Staging Environment Testing:** Prior to production release, comprehensive testing shall be conducted in a staging environment. This testing phase shall encompass rigorous validation of all solution components, functionalities, and integrations to ensure stability, reliability, and adherence to specified requirements.

**14.3 User Acceptance Testing (UAT):** Once the application development has been completed by the Successful Bidder, the Successful Bidder will thoroughly test the application at his end. The selected Successful Bidder should carry out Unit Testing, Integration Testing, System Testing and Performance / Load testing. The bidder has to carry out the performance / load testing within the project cost (bid price) itself. The input for this activity will be the design documents approved by CMRL.

14.3.1 Unit Testing: Unit Testing will be done in parallel to the development by successful bidder also the test cases, test matrix and the snapshots of the test results will be submitted to CMRL.

14.3.2 Integration Testing: The successful bidder shall thoroughly test the Web Portal/ at successful bidder's premises for functional testing and integrated testing as per the standards and proven methodologies. A test report of the integration testing with snapshots shall be submitted to CMRL at the time of submission of UAT Test cases.

14.3.3 Performance Testing/Load Testing:

a) The successful bidder shall enable to conduct performance testing on many performance test parameters (industry standard parameters). At the time of requirement sign off the successful bidder may provide their study results for the number of concurrent users and average transactions per day of the proposed system and plan the Performance & Load Testing accordingly.

b) The successful bidder shall incorporate the changes/suggestion given by the load testing agency.

14.3.4 User Acceptance Testing (UAT):

14.3.4.1 The Successful Bidder will design detailed procedures for User Acceptance and also develop the UAT plan.

14.3.4.2 UAT shall be done at CMRL. Module wise bugs report shall be submitted to the developer. The bugs shall be resolved and retested by Successful Bidder. The test cases for UAT will be given by the Successful Bidder and validated and approved by CMRL. CMRL would inform the defects identified in each round of UAT to the Successful Bidder. The Successful Bidder will be required to troubleshoot or resolve the defects and resubmit the application to CMRL. This process of UAT will continue in an iterative manner till zero defects are shown by the Successful Bidder for the test cases developed.

14.3.4.3 The Successful Bidder also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests.

14.3.4.4 The changes, if any at this stage shall be made in the software without any additional cost and it shall be updated in SRS. The UAT shall be completed and signoff shall be obtained from CMRL.

**14.4 Release Management:** The successful bidder should maintain the Configuration code and other artifacts in a repository system. Every release the release build along with its respective release notes should be maintained the repository. Anytime, the production environment can be rolled back to any of its previous versions without any difficulty.

**14.5 Software freezing:** After UAT and Pilot testing, the software shall be finalized for all the standardized parameters. The Web Portal shall be ready for rollout.

#### **14.6 Rollout and Handholding:**

##### **14.6.1 Data Center and DR installation:**

14.6.1.1 The successful bidder shall size the software requirements (SaaS) for hosting & deployment and install the application in the Cloud servers. The successful bidder shall finalize the architecture and cloud server configuration and submit to CMRL for validation and approval. The successful bidder shall install the Operating System, Database and Web services, Web, Application, DB servers and other required components and services and also support & install the necessary software required for the implementation of e-Sign/Digital Signature (if required). The web server/middle ware servers shall be configured for the parameters standardized during the UAT and pilot. The application shall be replicated from staging server.

14.6.1.2 Any modification or corrections in the Web Portal should be done in the staging server and pushed into the production server after testing. The application should comply with all the standardized parameters.

#### **14.7 Rollout:**

14.7.1 Following successful completion of staging environment testing and UAT, the solution shall be released into the production environment in a controlled manner. This release shall be meticulously coordinated to minimize downtime and operational disruptions, with stringent monitoring and rollback procedures in place to address any unforeseen issues.

14.7.2 The successful bidder shall discuss phased approach with CMRL and shall ensure that designated locations are rolled out within the agreed time frame. After successful rollout, the developed web portal/CBT Content must be handed over to CMRL (Preferably in an encrypted Pen drive/Hard drive/SSD) for back-up purpose.

14.7.3 By adhering to this phased deployment approach, we aim to ensure a smooth and seamless transition to the new solution, thereby maximizing user satisfaction and minimizing operational risks.

#### **14.8 IT Infrastructure:**

14.8.1 The Successful Bidder shall be responsible for hosting the Web Portal in SaaS (responsive) for CMRL. The Successful Bidder shall buy the H/W & licenses, and shall support the installation, commissioning and other deployment activities with the OEMs and other stakeholders.

14.8.2 The proposed Hosting solution should be a centralized on ASP (Application System Integrator) ALL Hosted Solution Model

14.8.3 Hosting must be done in CMRL approved Site.

14.8.4 The proposed portal solution should provide followings without compromising in the quality & performance of the services:

14.8.5 High Reliability.

14.8.6 High Availability (24\*7\*365) i.e. > 99% Server Uptime

14.8.7 High Scalability with Load Balancing & Clustering as per the need. The application shall be accessed by CMRL O&M team. The team consist of approx. Ten Concurrent trainers and Unlimited trainees working in various shifts. The

details are tentative and may vary as per CMRL need during the contract period. Shall have provision to increase the number of users as per CMRL requirement. The access to application shall be restricted to the users based on IP /Mac id /device id or if any as per the requirements of CMRL.

14.8.8 High Performance (CMRL expects the proposed solution to be resilient and capable of functioning optimally even under challenging network conditions. This implies that the successful bidder should design the solution with considerations for bandwidth efficiency and optimization techniques to ensure smooth operation across a range of bandwidths, including low-speed connections like 128 Kbps dial-up.).

14.8.9 It should not take more than 6 seconds for responding to the users.

14.8.10 The Successful Bidder shall deploy commission and configure the Software, Servers and Networks for the staging and production environment. Also, the environment should test before Go-Live by the successful Bidder. The Successful Bidder should support the content management and training activities. The bidder shall ensure that the deployment strategy and solution for portal/mobile solutions is vendor neutral and not specific to any hardware.

#### **14.9 Software Change management:**

14.9.1 Making enhancements / modifications to the application including web-portal arising from changes in legislation or regulations or change in user requirements or any other factors.

14.9.2 Any change to the application from the System Requirements specification document agreed and signed-off by the Department. The Successful Bidder is expected to adopt the relevant procedures, protocols and standards of a mature Software Development Life Cycle (SDLC) including (but not limited to) the following for any enhancement / amendment done to the application during the course of the Project.

- a) Feasibility study / Proposal for change
- b) Requirement study
- c) Design
- d) Development
- e) Unit and Integration testing
- f) User acceptance testing
- g) Rollout

14.9.3 Before proceeding to the next phase, the Successful Bidder shall ensure that formal approval of CMRL for deliverables (including documentation) is obtained.

14.9.4 Even for enhancements/amendments to the application, the Successful Bidder will be required to prepare all documentation applicable as otherwise done for the Application as per industry standards. This includes but not limited to

- a) Change request logs
- b) Design documents
- c) Test documents

14.9.5 Preparing at-least the following documentation as per industry standards at the implementations stage:

- a) Software installation guide
- b) Application release documents
- c) User manuals & Training manuals

14.9.6 Detailed documentation of any changes to the application including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.

14.9.7 All documentation should incorporate necessary version control mechanism.

**15 SOFTWARE DOCUMENTATION:** An indicative list of documents to be developed and maintained by the Successful Bidder is mentioned with various activities above. All documentation should be prepared as per latest standards and should incorporate necessary version control mechanism. The Contractor shall furnish comprehensive technical documentation encompassing all facets of the deployed solution. This documentation shall include, but not be limited to:

15.1 **User Manual:** A detailed user manual elucidating the functionalities, features, and operation procedures of the solution, facilitating seamless user adoption and utilization.

15.2 **Data Structure:** Thorough documentation elucidating the underlying data structure and schema employed within the solution, aiding in understanding data flow and manipulation processes.

15.3 **API Documentation:** Exhaustive documentation detailing the Application Programming Interfaces (APIs) utilized within the solution, delineating their endpoints, parameters, and functionalities, thereby enabling seamless integration with external systems and applications.

15.4 **Configuration Documentation:** Comprehensive documentation outlining any additional configurations, customizations, or settings implemented within the solution, ensuring transparency and facilitating future maintenance and troubleshooting.

15.5 This documentation shall serve as a crucial resource for stakeholders involved in the utilization, administration, and maintenance of the solution, fostering efficient operations and ensuring adherence to best practices.

## **16 NON-FUNCTIONAL REQUIREMENTS:**

16.1 Bug fixes and updates to the asset or the underlying software stack.

16.2 Bidder is required to provide scheduled operations 24 hrs a day, 7 days a week, for the portal/Application. No need to deploy manpower onsite however, as per the SLA the bidder has to monitor the Software Application.

16.3 The bidder is required to provide 99% system availability uptime measured over a calendar month based on Service Hours of 24/7/365 for the core modules.

16.4 The bidder shall provide SLA metrics for database backup, recovery and maintenance.

16.5 The bidder shall support resolution times for reported incidents as follows:

Sl.No	Level of urgency	Maximum Time frame to close the ticket	Penalty for each open ticket after maximum time frame
i	Level 1 Severity	4 hours	Rs.10,000/- Per Ticket per Day
ii	Level 2 Severity	8 hours	Rs.1,000/- Per Ticket per Day

iii	Level 3 Severity	16 hours	Rs.500/- Per Ticket per Day
iv	Level 4 Severity	Next release	Rs.100/- Per Ticket per Day

16.6 Issue raising/ticket for fault raising module shall be provided to CMRL.

16.7 The Tentative Technical & Functional requirements of this Portal have been categorized into following table:

S. No	Description	Specification
1	Design	Web based with capability to work on internet (SaaS model)
2	Architecture	Should support built-in fault tolerance, load balancing and high availability. Should have capability of providing caching functionality.
3	Platform	Platform independent/ capable of running on all major system environments both on 32 bit and 64-bit architecture
4	Database	All data (Spatial & Non-Spatial) and metadata should support standard RDBMS portability like Oracle, MS SQL, MySQL, Postgres etc.
5	Integration	It should support integration based on standards such as XML It should support integration with Email Servers It should be integrated with Computer based training management System.
6	File Format	a. Support for latest file formats SHP / TIFF/ JPEG / PDF/XLSX (Excel/Spreadsheet)/ CSV
7	User Directory	Should support standard LDAP Services like MS Active Directory etc.
8	Search facility for records	Search should base on the following: Keyword Based Search on the metadata fields Nested Searches based on OR, AND, NOT operators Content based search Thesaurus Based Search Provision for automatic saving (through a log) all searches so as to track the usage pattern. Should mandatorily support Wildcard searching. Search within search feature Extensive search facility to retrieve documents or Folders/Files Should support sorting of search results based on relevance, submission date etc. Advanced searches like misspelled words, typographical errors, phonetic searching, Word stem searching, etc. is preferred

9	Performance Benchmarks	<p>a) User Login: User should be able to login within a maximum time of 5 seconds</p> <p>b) User Logout: User should be able to log out within a maximum time of 5 seconds</p> <p>c) Pages: ALL pages must open (on Archives) within a maximum time of 5seconds.</p> <p>d) (Navigation: Users should be able to navigate from one to other page in maximum time of 5 seconds. Ability to go back on the previous pages by clicking back button in maximum time of 5 seconds</p> <p>e) Search: Searches must return results within a maximum time of 5 seconds</p> <p>f) Idle Time: Users should be logged out if application is not used more than 5 mins</p> <p>g) Test Report: Third party test reports certifying the above</p> <p>h) benchmarks should be submitted by IA before Go Live of the CBTMS</p>
10	Access Rights	<p>Allows Multiple User Access levels and Authorization of Users depending on Roles.</p> <p>Any changes in record shall be appended to the original record</p> <p>Secure access providing features like View Records, View Metadata, Update Records, Update Record Metadata, Modify Record etc. should be configurable by the administrator.</p> <p>Security definable at folder, sub-folder and document level</p> <p>Security must conform to standards of records management</p>
11	Security	<p>The viewing of the PDF/A on Internet should be secure.</p> <p>Application should provide alerts in case of security breaches. The system requirement for security breaches is to be finalized during requirement analysis.</p> <p>Should have the ability to automatically remove temporary role assignments after a predefined period.</p> <p>Should provide security levels for classifying records as confidential, classified, public access etc.</p>
12	Certification	Necessary certifications for web applications.
13	Audit	<p>Event Log (Log all the actions done by individual users with username with the following functions -not limited to):</p> <p>Action which is carried out by the user</p> <p>Object to which action is applied</p> <p>User carrying out the action</p> <p>Date and time for the action</p> <p>Audit Trail Report</p> <p>Should support both database and file system based audit logs</p> <p>Audit trail should record changes made to metadata associated with any folder or record</p> <p>Provide statistics to evaluate usage of repository</p>

14	Reports and alerts	Provide statistical report on activity and status of all processes/Workflows Customizable dashboard view based on user rights. Provide the capability for end-users to create ad-hoc reports, to run "on the-fly" Audit trail reports
15	Data Backup	a. Support automated backup and recovery facility for all records in library
16	Software Development Kits	Provision of all applicable software development kit and web services for interoperability for developing customized software on top of core software
17	Workflow module	Customization of workflows as per the required modules in the functional requirement of the application System should have the ability of creating ad-hoc workflows
18	Viewing of records	Server based Inbuilt Document Image Viewer for displaying image document without native viewer. Viewer should be browser/application independent PDF documents when opened should be viewed with visible watermarks with print & download/save disabled. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen.
19	Administration	It should provide web-based and desktop administration module. It should support multiple level of access rights like read, create, modify, soft / logical delete etc. on records and folders It should have inbuilt health and monitoring tool for proactive monitoring of application and services like No of active users, no of concurrent users, idle session time out etc. It should provide ability of doing database schema migration ability to easily migrate to new versions eliminating lengthy version upgrades.
20	Help	Proposed solution should provide context sensitive 'Help' operation.
21	Masters	Masters shall be available for all above
22	Mobile Application	The mobile application shall be compatible and fully functional on all major devices, including smartphones and tablets running the latest and two previous major versions of iOS and Android operating systems. The application must provide a consistent user experience across different screen sizes and hardware configurations, ensuring ease of use and accessibility on all supported devices.



**17 DELIVERABLES:** The successful completion of this scope of Work Part - A shall culminate in the delivery of a fully functional application with the specified modules, meticulously adhering to the outlined requirements. Additionally, the contractor shall provide:

- a) Project Plan and Schedule along with Project implementation timeline
- b) Data Model
- c) Data Flow Diagram
- d) Work Breakdown Structure
- e) Software Requirement Specifications (SRS)
- f) Risk Management Plan
- g) Requirement Traceability matrix
- h) Test reports along with screen shots for unit and integration testing
- i) Release Management Plan & Version control
- j) User Manuals, Help files, training materials and Trainings
- k) Application Deployment Plan
- l) Backup, restore procedure
- m) SOP (Standard Operating Procedures) for O&M
- n) Handover SaaS subscription rights in the Name of CMRL, Configuration Data and all Backup data, files & Tools to Operate and maintain CBTMS
- o) Minutes of Meetings (MoM )
- p) **Lifetime Subscriptions:** Provision of lifetime subscriptions for any software rendered for the operation usage of hardware.
- q) **Hardware, Equipment, Consumables, etc.:** Furnishing of all necessary hardware, equipment, consumables, and other ancillary items essential for the operation and maintenance of the application.
- r) These deliverables are vital components ensuring the successful deployment and sustained operation of the solution, thereby fulfilling the contractual obligations as specified in this tender document.

**18 TIMELINES:**

Phase	Description	Duration (Maximum Limit)
Award of the Contract & Agreement Execution	Award of the Contract (LOA): Letter of Acceptance/Award will be sent to the selected contractor (L1 Bidder)	LOA receipt T1
	Acceptance of the LOA and reply: Contractor has to acknowledge the LOA and send the Duplicate copy duly sealed and signed by the Authorised Signatory	T2=T1+7 Days
	Submission of the a) Performance bank guarantee. b) Commercial General Liability insurance and c) Professional Indemnity Insurance d) Non-disclosure agreement (NDA)	T3=T1+21 Days

	Signing of Agreement between CMRL and the Contractor	T4=T1+30 Days
	Initial understanding Meetings between CMRL & Contractor for Moving to next Phase	T5=T4+5 Days
	Submit a comprehensive schedule of the work plan to CMRL for approval	T6=T5+5 Days
	1. Work Breakdown Structure (WBS) 2. Software Requirements Specification (SRS) Sign Off	T7=T4+15 days
Design & Development, testing and implementation	<p>During this phase, the application design and development, testing and training shall take place. Key functionalities, modules, and system architecture shall be defined. A successful completion of this scope of Work Part -A:</p> <ol style="list-style-type: none"> <li>1. Screen design (GUI) for each module/form/page/report/etc to be submitted.</li> <li>2. Integration Test Report along with Screen shots</li> <li>3. UAT Sign off and</li> <li>4. Traceability Matrix</li> <li>5. Security Audit clearance</li> <li>6. Successful completion of Hardware installation, testing and acceptance by CMRL</li> <li>7. Training &amp; Pilot Roll out</li> <li>8. Go-Live</li> <li>9. Handover SaaS subscription rights in the Name of CMRL, Configuration Data and all Backup data, files &amp; Tools to Operate and maintain CBTMS. CBT Content files, user Manual, Data base, lifetime subscriptions for any other support software rendering for the creation or operation usage of the software/hardware, Hardware, equipment, consumables etc.</li> </ol>	T8=T4+6 months
Acceptance of CMRL and Go Live.	Acceptance by CMRL to start the DLP for the Part A	T9
Defects Liability Period & Warranty (free service period)	After the application is delivered and submission of final version software, this period ensures that any defects or issues are addressed promptly in software & Hardware. - The warranty covers maintenance and support and full replacement for the defective Hardware.	T10=T9+ 1 year

CAMC (Comprehensive Annual Maintenance Contract)	This contract includes regular maintenance, updates, and support for the application and the hardware, equipment & consumables. - It ensures smooth operations and addresses any issues that arise.	T11=T10+5 years
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A detailed project timeline, including milestones and deliverable dates, shall be submitted in consultation with CMRL. Prepare with consulting the developers. For development and implementation.

**19 COLLABORATION:** Scheduled feedback sessions shall be conducted regularly to facilitate collaboration and ensure that the delivered solution aligns with the operational requirements of CMRL.

**20 CONFIDENTIALITY:** As part of this agreement, the contractor is required to sign a Non-Disclosure Agreement (NDA), which shall be provided to the contractor prior to execution. This NDA is essential to ensure the confidentiality of sensitive information exchanged between the parties during the course of the contract.

**21 DATE OF ACCEPTANCE:** Chennai Metro Rail Limited (CMRL) shall promptly communicate its acceptance for each phase and stage of this contract to the contractor for the purpose of documentation and payment processing. It is important to note that any conditional acceptance provided to address delays or any other reasons in the contract execution shall not be factored into the payment process or affect the contract's schedules and timelines.

**22 NEW ADDITION/MODIFICATION:**

22.1 Any new reports utilizing existing data capture mechanisms shall be incorporated into the report module at no additional cost, as per CMRL requirements during the Defects Liability Period (DLP) and Comprehensive Annual Maintenance Contract (CAMC) period.

22.2 Any new modifications to inputs or reports by CMRL, which do not alter the fundamental design of the system, shall be accommodated during the DLP and CAMC period.

22.3 For new modules requiring design changes, both CMRL and the Successful Bidder shall agree upon the number of man-days necessary for the design and development of the new module, along with the cost per man-day, as mutually agreed.

**23 LIQUIDATED DAMAGES FOR DELAY**

23.1 If the Contractor fails to complete the works within the time period specified in the contract, or any extension of time granted by the Client, then the Contractor shall pay to the Client as liquidated damages, and not as a penalty, the sum calculated as follows:

- a) For each day of delay until the works are completed, the Contractor shall pay an amount equal to 0.1% of the total contract value, up to a maximum of 10% of the total contract value.
- b) The Client may deduct these damages from any money due to the Contractor under the contract or may recover them by action at law or otherwise.
- c) This clause does not affect the Client's rights to terminate the contract for default if the Contractor's delay is significant and the Contractor has not taken adequate steps to address the delay.

- d) The Contractor shall not be liable for any delay due to circumstances beyond their reasonable control and without their fault or negligence. However, the Contractor must notify the Client in writing within 48 hours of any such delay, or else they may be held liable.

## **5. GENERAL CONDITIONS OF CONTRACT (GCC)**

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## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1. DEFINITIONS**

Unless the context otherwise requires, the terms capitalized and used herein or in any other document which is a part of the Contract and the terms set forth in this Clause 1, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

- a) "**Applicable Law**" means any state, local, provincial, municipal, national or international or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, order, verdict, decree, proclamation, treaty, convention, rule, regulation, policy, permit, governmental approvals, ruling, guidelines, directive, notice, pronouncement, injunction, award, judgment, decree, requirement (licensing or otherwise), specification, determination, decision, opinion or interpretation that is then in effect by or under the authority of any government authority, in each case having the force of law, whether in effect on the Effective Date or thereafter, to which any of the Parties is subject.
- b) "**Change in Law**" shall mean the occurrence of any of the following events after the Effective Date, in India:
  - (i) The enactment of any new law;
  - (ii) The modification, repeal or re-enactment (other than a re-enactment which merely consolidates or codifies existing Applicable Law) of any existing Applicable Law;
  - (iii) the commencement of any Applicable Law which had not at the Effective Date yet entered into effect except to the extent such law was enacted prior to the Effective Date with a commencement after the Effective Date and such law takes effect on that commencement date without material amendment;
  - (iv) a change in the interpretation or application of any law by judicial or other authority (including a court, tribunal or any other governmental authority) having the authority to interpret or apply that law or any interpretation of any law by such authority which is contrary to the existing generally accepted interpretation thereof;
  - (v) a loss of any clearance or permit (or an amendment to a clearance or permit); to the extent that such Change in Law has a material adverse effect on the Contract Price by an amount exceeding the value set out in the Contract, provided that such event has not been caused due to the default or negligence of the Contractor.
- c) "**CMRL**" means the Chennai Metro Rail Limited, a body corporate established by Companies Act, 1956, acting through its Managing Director or any other officer nominated by the Managing Director and shall include its legal successors and permitted assigns.
- d) "**Contract**" means and includes the Contract Agreement, the Letter of Acceptance, Scope of Work, General Conditions of Contract, Special Conditions of Contract, the Tender and Tender Documents, the Notice Inviting Tender, Instructions to Tenderers, the Schedules and Annexures, and such further documents which are

listed in the Letter of Acceptance or Contract Agreement, or that may be executed or brought into force in connection with the Work/Service.

- e) **“Contractor”** means the individual, firm, company, corporation, joint venture or consortium whether incorporated or not, who has executed this Contract with CMRL, and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- f) **“Contract Performance Bank Guarantee”** shall mean the unconditional and irrevocable bank guarantee provided by the Contractor to CMRL in terms of Clause 17 of GCC (*Security*), Clause 4 of SCC (*Contract Performance Bank Guarantee*) and in the form provided in Annexure 10, to secure the performance of the Contractor till the completion of tenure of the Contract.
- g) **“Contract Price”** shall mean the total sum specified in the Contract / Tender Documents which is to be paid to the Contractor by CMRL for performance of all its obligations as per the provisions of the Contract, subject to such adjustments or deductions, as may be made pursuant to the Contract.
- h) **“Corrupt Practice”** shall mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Contract.
- i) **“Location of CMRL”** shall mean the following metro stations: Koyambedu and any other location as informed by CMRL from time to time.
- j) **“Effective Date”** shall mean the date of execution of the Contract Agreement.
- k) **“Engineer”** means such persons, or firm, as may be appointed from time to time by CMRL and notified in writing to the Contractor to act as Engineer for the purposes of the Contract, or any nominated officer of CMRL.
- l) **“Fraudulent Practice”** shall mean misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- m) **“Letter of Acceptance”** means the letter from CMRL to the Contractor, conveying acceptance of the Tender, subject to any modifications agreed to between the parties.
- n) **“Materials”** means all equipment, hardware components, fittings and other materials including raw materials required by the Contractor to render the Work/Service.
- o) **“Tax”** shall mean and include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of indirect tax or direct taxes and whether or not imposed at the federal, state, municipal or any other level.
- p) **“Tender or Bid”** means the offer made by Tenderer / Bidder for rendering of the Work/Service.
- q) **“Tender Documents”** means all documents whether containing words, figures or drawings, which are, before the delivery of the Contractor’s Tender and for the purposes of this 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.

- r) **“Tenderer or Bidder”** means the individual, firm, company, corporation, joint venture or consortium submitting a bid / tender.
- s) **“SCC”** means the Special Conditions of Contract, forming part of the Contract.
- t) **“Scope of Work”** shall mean the scope of work comprising of Part – A and Part B as elaborated in the Tender Documents, in accordance with which the Contractor shall render the Work/Services to CMRL.
- u) **“Work/Service”** Design, Development, Testing and Implementation of a Computer Based Training Management System (CBTMS) in CMRL Operations, including supply, installation and commissioning of hardware deliverables and software integration as well as provision of training, spares and consumables. and Part B: Comprehensive Annual Maintenance Service for both Software and hardware deliverables of the contract, more fully detailed in the Tender Documents.
- v) **“Acceptance by CMRL”**- means CMRL agreeing that the mentioned phase/module/level of the contract is within the acceptable requirements and standards of CMRL.

## 1.2. **INTERPRETATIONS**

- a) All documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.
- b) In case of any ambiguity or discrepancy, the person nominated by CMRL shall issue the necessary clarifications or instructions to the Contractor.
- c) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.
- d) Headings are for the purpose of reference only and shall not be used in the interpretation or construction of any clause.
- e) Words incorporating the singular only shall also include the plural and vice - versa where the context requires. Words of any gender are deemed to include the other gender.
- f) Reference to the words “include” “including” and “included” shall be construed without limitation.
- g) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may be amended, supplemented or re - enacted from time to time (whether before or after the date of the Contract) and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- h) The Contract is the result of negotiations between the Parties and has been reviewed by the Parties and their respective counsel. Accordingly, the Contract shall be deemed to be joint draft product of the Parties, and any rule of statutory interpretation interpreting agreements against a Party primarily responsible or alleged to be responsible for drafting the agreement shall not be applicable to the Contract.
- i) In the event of conflict between a generic or a boiler plate clause contained in the Contract and a specific provision in the Contract dealing with the same subject



matter, the contents of the specific provision shall supersede the generic or boiler plate clause.

## **2. SCOPE OF WORK**

- 2.1. The detailed Scope of Work shall be as specified in the “Scope of Work – (Part A) and (Part B)”, the Schedules, Annexures forming part of the Tender Documents. Unless otherwise specified in the Contract, the Contractor’s obligations shall cover the supply of all Materials and the performance of all Work/Services which are detailed in the Tender Documents.
- 2.2. The Scope of Work shall also include, but shall not be limited to, the provision of supervision, supply of experienced personnel having the requisite expertise for the purposes of performance of the Work/Service.
- 2.3. Without limiting the ambit of this Clause, wherever the Contract describes any portion of the Work/Services in general terms, but not in complete detail, the Contractor agrees that the Work/Services shall include any incidental work, activities and services which may be inferred as required or necessary to complete and render the Work/Services in accordance with the terms and conditions of the Contract as if such Work/Service, items and Materials were expressly mentioned in the Contract and CMRL shall have no obligation or responsibility whatsoever with respect to the completion of the Work/Service.
- 2.4. Except as otherwise expressly provided in the Contract, the Contractor agrees and acknowledges that the Contractor shall perform all of its obligations and responsibilities under the Contract at its own risk, cost and expense.

## **3. CONTRACT PRICE**

- 3.1. The Contract Price shall be the sum stated in the Letter of Acceptance as the Contract Price, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.
- 3.2. Unless otherwise provided for in the Contract, the Contract Price shall remain firm and shall not be subject to any alteration, except in the event of a change in the Work/Services or as otherwise specifically provided in the Contract.
- 3.3. The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 3.4. The Contract Price shall be inclusive of the cost of necessary tasking, labour charges, cost of materials, loading and unloading charges and other charges, overheads, and all other costs as applicable for the performance of the Work/Service.

## **4. PAYMENTS**

- 4.1. Payments will be released based on the clause 3 of the SCC .
- 4.2. Tax deduction at source from each on- account progress bill 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.
- 4.3. Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from CMRL.

- 4.4. Every receipt of payment which may become payable, or for any performance guarantee amount which may become returnable to the Contractor, under this Contract, shall, if signed in the partnership name by anyone of the partners of a Contractor firm, or by a person holding a power of attorney, if the Contractor is a limited (private / public) company, be a good and sufficient discharge to CMRL in respect of money or security amount purported to be acknowledged thereby. In the event of death of any of the Contractor's partners during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which CMRL may hereafter have against the legal representatives of any deceased Contractor's partner, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs/representatives of any deceased Contractor/partner interests.
- 4.5. CMRL shall have lien over all or any money that may become due and payable to the Contractor under these presents, and / or over the deposit of Contract Performance Guarantee or other amount or amounts made under the Contract, and which may become payable to the Contractor, under the condition in that behalf herein contained, in respect of any debt or sum that may become due and payable to CMRL by the Contractor, either alone or joint with others, either under this Contract. And further, unless the Contractor pays and clears immediately on demand any claim of CMRL, CMRL shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents. Provided further that if the Contractor does not accept any such claim, the amount deducted shall be treated as having been withheld only till the claim is mutually settled or determined by the Arbitrator/s or by the competent court of law. The Contractor shall have no claim for any interest or damages whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.
- 4.6. The Contractor shall, whenever required by CMRL, produce or cause to be produced for examination by CMRL, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the performance of this Contract or relevant for verifying or ascertaining the cost of performance of this Contract or ascertaining the materials supplied by the Contractor are in accordance with the specifications laid down in the Contract. CMRL's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Parties. If any part or item of the Work/Services is allowed to be carried out by an assignee or any subsidiary or allied firm, CMRL shall have power to secure the books of such assignee or any subsidiary or allied firm through the Contractor and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

- 4.7. CMRL may withhold the whole or part of any payment for the Services that may be claimed by the Contractor under an Invoice, which in the opinion of CMRL is necessary to protect CMRL from loss on account of:
- (a) deficiency in the Services rendered by the Contractor.
  - (b) claims filed against the Contractor.
  - (c) failure by the Contractor to make payments for materials or labour employed by the Contractor;
  - (d) damage caused to any other contractor or CMRL'
- 4.8. When the grounds for withholding of any payment due is removed / rectified, CMRL shall make payment of the amounts due to the Contractor.
- 4.9. All costs, damages or expenses which CMRL may have paid, except which are covered by liquidated damages, and for which, the Contractor is liable under the Contract, shall be payable by the Contractor to CMRL. All such claims shall be billed by CMRL to the Contractor as and when they fall due. Such bills shall be supported by appropriate documentation, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills/invoices from CMRL and if not paid by the Contractor within the said period, CMRL may then deduct the amount, from any money due or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise.

## **5. TAXES AND DUTIES**

- 5.1. The Contractor shall bear and pay the applicable Taxes in connection with the Work/Services and the Contract in accordance with the Applicable Laws (“**Contractor Taxes**”). Notwithstanding any other provision to the contrary in the Contract, CMRL shall not be or become liable to pay or otherwise be responsible for the payment of the Contractor Taxes. All such other Taxes, apart from the Contractor Taxes and that is the liability of CMRL, shall be payable by CMRL to the appropriate government authority.
- 5.2. The Contractor shall be responsible for all procedural compliances related to the payment of Contractor Taxes under the Contract and shall solely be responsible for any proceedings initiated by any governmental authority, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings. In the event, any proceedings are initiated against CMRL by any governmental authority for failure of the Contractor to pay Contractor Taxes, then the Contractor shall fully indemnify and compensate CMRL for any cost, liability, penalty, interest, damage, loss and legal fees as a result of such proceedings.
- 5.3. Notwithstanding CMRL being held to be liable to pay Contractor Taxes or a demand being served on CMRL by any governmental authority for the payment of Contractor Taxes leviable on the Contractor, the Contractor shall continue to remain liable for such Contractor Taxes. If the Contractor fails to meet its obligation to pay Contractor Taxes on its own accord or as directed by CMRL, CMRL may pay such Contractor Taxes to the relevant governmental authority at its sole discretion and: (i) CMRL may withhold all costs, expenses and damages incurred by CMRL relating to such payment of Contractor Taxes from any payment required to be made to the Contractor; or (ii) the

Contractor shall be liable for and shall reimburse CMRL upon demand for all costs, expenses and damages incurred by CMRL relating to such payment of Contractor Taxes by CMRL, within the time specified by CMRL.

- 5.4. Contractor is responsible for payment of applicable taxes in accordance with the Applicable Law, such as GST. In the event of a Change in Law pursuant to which the taxes payable by CMRL to the Contractor (for ex: GST) undergoes revision, then CMRL shall be responsible for payment of such revised taxes to the Contractor on submission of documentary proofs.

**6. DOCUMENT SUBMISSION FOR RELEASE OF FINAL PAYMENT**

The format for 'no-claim certificate' and 'certificate for release of final payment' shall be as set out in SCC. The Contractor acknowledges that the 'no claim certificate' shall be printed on a stamp paper of appropriate value in accordance with the prevailing stamp duty laws and submitted to CMRL under the signature of an authorised signatory. The 'certificate for release of final payment' shall be on the Contractor's letterhead.

**7. MODIFICATIONS TO WORK/SERVICE**

- 7.1. CMRL shall have the right to propose and order the Contractor from time to time during the development and execution of the Contract to make any change, modification, addition or deletion to, in or from the Scope of work (hereinafter called "**Change**"). The Change order shall be binding on the Contractor, and which shall be implemented in a reasonable time as specified in the Change order. The Contractor shall revise the documents, to suit the operational requirements arising as per change in scope. Any change, modification, addition or deletion to, in or from the Scope of work carried out by the Contractor without the specific written consent of CMRL shall not be considered a Change as defined herein, even if such change has a beneficial effect on the Scope of Work. CMRL reserves the right to accept or reject such changes made. In the event of CMRL rejecting such change, the Contractor shall, at its cost revert to the position as existed before such change.
- 7.2. The enlargement, extension, diminution, reduction, alterations or additions, referred to in the above sub-clause shall in no degree affect the validity of the Contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the schedules, specifications and drawings, and the amount to be paid therefor shall be calculated in accordance with accepted schedule of rates and other extra items of Services at the rates, determined in accordance with the provisions of the Contract.
- 7.3. The decision of CMRL under this clause shall be final.
- 7.4. Variations:
- 7.4.1. The Contract Price mentioned in the Letter of Acceptance is approximate and is liable to vary during the actual development and execution of the service. The Contractor shall be bound to carry out and complete the stipulated Services / group of Services, irrespective of the variations in the individual items or group of items, specified in the Tender Documents.
- 7.4.2. Such variations in the Contract Price shall be paid for in the manner laid down below:

- (a) At the accepted rates of the Contract for variation in the Contract Price to the extent of 30% on either side i.e., increase / decrease.
  - (b) In case the variation in individual items or the group of items as stipulated above, is more than 30% on either side, the rate for the excess Contract Price beyond 30% shall be negotiated between CMRL and the Contractor and mutually agreed rates arrived at. Provided further that the limit of 30% variation shall not apply to items individually costing up to or less than 1% of the value of the original Contract Price. All variations under such items, shall be payable at the accepted rates of the Contract, notwithstanding magnitude of the variation up to an overall value of 2% of the Contract, and the Services shall be carried out by the Contractor on the agreed rates. In case mutually agreed rate between CMRL and the Contractor is not arrived at, before the performance of such Services, the Contractor shall have no claim to be entrusted with the execution of such additional works / Services, and CMRL shall be free to get such additional works / Services beyond 30% of the Contract Price executed through any other agency. However, if CMRL so directs, the Contractor shall be bound to carry out any such additional works / Services beyond 30% of the original Contract Price, and the disagreement or the difference regarding rates to be paid for the same, shall be settled in the manner laid down under the conditions for the settlement of disputes and arbitration under this Contract.
- 7.4.3. The Contractor shall be capable of executing the additional Services within 10 days from the date of intimation, whenever required by CMRL.
- 8. CONTRACTOR'S OBLIGATIONS & COVENANTS**
- 8.1. The Contractor shall commence the Services as soon as is reasonably possible after the receipt of a notice to this effect from CMRL, within the time limit as specified in the "*Instructions to Tenderers*". Thereafter, the Contractor shall proceed with the Services with due expedition and without delay.
- 8.2. CMRL is desirous of executing and implementing the Services, and the Contractor has agreed to provide procurement and supply of Materials and personnel for the purposes of rendering the Services to CMRL in accordance with the Tender Documents. The Contractor shall render the Services with due care and diligence in accordance with the Contract. All Services shall comply with all relevant Applicable Laws, permits, specifications, standards and best industry practices.
- 8.3. The Parties agree that the ownership of the locations of CMRL shall always vest with CMRL at all times. The Contractor and its personnel, after being permitted to enter the locations of CMRL, shall be responsible for using the locations of CMRL in accordance with the terms and conditions of the Contract and stipulations that may be set forth by CMRL from time to time. The Contractor agrees that CMRL has given limited license to the Contractor to enter, render Services and exit the locations of CMRL and that the Contractor shall not at any time claim any ownership or possession of any part of the locations of CMRL.
- 8.4. The Contractor shall acquire in its name all permits, approvals, statutory clearances and licenses from all local, state or national government authorities or public service undertakings that may be necessary for the performance of the Contract, including,

without limitation, visas for the Contractor's expatriates or personnel (if applicable) and entry permits for all imported items / Materials, if any. The Contractor shall not be entitled to any adjustment in the consideration payable to it, on account of any delay or failure to obtain or maintain any authorizations, permits and licenses. The Parties agree that the Contractor's right to access any portion of the locations of CMRL, shall be in accordance with any specific approvals granted by CMRL and any authorizations issued by the relevant government authority in this regard.

- 8.5. The Contractor shall comply with the provisions of the Contract with due care and diligence and perform the Services by fulfilling all commitments and responsibilities, in accordance with rules, regulations, Acts, and standard operating procedures. The Contractor shall minimize incidents/accidents affecting the safety by providing a rapid and effective response and maintain liaison with emergency services of CMRL and civic departments.
- 8.6. The Contractor shall comply with all laws in force from time to time with respect to the Services being provided. The laws shall include all local, state, national, international or other laws that affect the performance of the Contract and be binding upon the Contractor. The Contractor shall defend, indemnify and hold harmless CMRL from and against any and all losses, liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.
- 8.7. No Materials, tools, or equipment shall be supplied by CMRL except otherwise specifically agreed to by CMRL in writing. The Contractor shall arrange all tools, equipment as well as consumables required for the purposes of effectively and efficiently rendering the Work/Services. The Contractor shall have to identify sources for supply of all such consumable materials and get them approved by CMRL before using the same at the locations of CMRL. The Contractor shall submit the sample to CMRL and shall use such consumables only after the sample is approved by CMRL in writing. No additional cost shall be payable to the Contractor on this account.
- 8.8. The sale of intoxicating drugs or beverages by the Contractor or any person acting under him, in any of the locations of CMRL, buildings, encampments or tenements owned or occupied, by or within the control of the Contractor or any of his employees employed for the purposes of the Contract directly or indirectly shall be forbidden, and the Contractor shall exercise its authority to secure the strict compliance with this condition by its personnel. The Contractor shall also ensure that no labour or employee is permitted to work at the locations of CMRL in an intoxicated state or under the influence of drugs.
- 8.9. The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff in the location of CMRL and shall comply with regulations appertaining to the Services. 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 strictly punishable under various provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013) and Indian Penal Code 1860.

- 8.10. The whole of the Services and/or supply of materials 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 workman like manner with Materials of the best and most approved quality that adhere to the specifications given by CMRL. The Materials may be subjected to tests by using such machines, instruments and appliances as CMRL may direct and such tests shall be carried out wholly at the expense of the Contractor.
- 8.11. The Contractor shall not and shall ensure that the Contractor's personnel do not, deal in arms and ammunitions in any manner whatsoever when on the locations of CMRL.
- 8.12. The Contractor shall cooperate and coordinate with and provide necessary access to CMRL, its personnel, third party inspection agency(ies), in conducting the inspection of the Work/Services and Materials of the Contractor.
- 8.13. The Contractor shall comply with and implement the safety regulations and safe working conditions as prescribed under the Tender Documents or as may be specifically notified in writing by CMRL. CMRL may, at its sole discretion, periodically inspect the Contractor's operations at the locations of CMRL to monitor the Contractor's compliance with the safety requirements of CMRL. In the event the Contractor is found to be in violation of the provisions of the safety requirements of CMRL, the Contractor shall be liable to pay any fines imposed by CMRL with respect to such non-compliance by the Contractor.
- 8.14. All rights including intellectual property rights and ownership of the Contract shall vest and remain with CMRL at all times. The Contractor shall be entitled to use the Contract and the information provided therein only for the purposes of performance of the Work/Services but shall not be entitled to copy, communicate or use in relation to any third party without the prior written consent of CMRL, except as necessary for the completion of the Services.

**9. WORK/SERVICES AT LOCATION OF CMRL**

- 9.1. In the performance of the Work/Services, no persons other than the Contractor, or its duly appointed representative, and workmen employed by the Contractor shall be allowed to do work at the Work/Services, except by the special permission, in writing, of CMRL or its representative.
- 9.2. The Contractor shall at all times and at its own cost take sufficient precautions to ensure the safety of CMRL property/CMRL staff/Contract staff of CMRL /Vendor and guard the location as deemed necessary.
- 9.3. The Work/Services at the location of CMRL shall be carried out without interference with CMRL's activities.
- 9.4. The Contractor shall not employ for the purpose of rendering the Services, any person who is below the age of eighteen (18) years. The Contractor shall pay wages to each labourer in accordance with the Applicable Law

**10. QUALITY ASSURANCE / QUALITY CONTROL**

- 10.1. The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for respective Work/Services, which shall be mutually discussed and agreed.
- 10.2. Quality assurance system plans or procedures of the Contractor shall be furnished in the form of a quality assurance manual. The quality assurance manual should cover

detail of the personnel responsible for the quality assurance plans or procedures to be followed for quality control in respect of the said Contract and the Work/Services to be rendered by the Contractor. The quality assurance system should indicate organizational approach for quality assurance and quality control of the Work/Services level activities, at all stages at the relevant places.

- 10.3. CMRL, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of the work/Services as deemed necessary.
- 10.4. The Contractor shall follow strictly all quality assurance or quality control plans and procedures as approved by CMRL for the Services. The Contractor shall be liable to pay such charges, as may be prescribed by CMRL, on account of non-compliance with the approved quality assurance or quality control plans and procedures.
- 10.5. Compliance with the quality assurance system shall not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract.

## **11. ELECTRICAL SAFETY REGULATIONS**

- 11.1. CMRL will be supplying electrical power, required for the purposes of rendering of Work/Services by the Contractor and such supply will be made only at one point near or at the location of CMRL, subject to the following:
  - (a) The Contractor shall make its own arrangements to tap the electricity from the nominated sockets / points. The Contractor shall tap the Electricity as per Indian Electricity Rules and Indian Electricity Act (2003), duly following all safety precautions stipulated therein and as well as in accordance with the provisions of the Contract.
  - (b) The Contractor shall submit full scheme for the requirement of electricity. If scheme provides for electricity requirement which is beyond the capacity of CMRL, the Contractor shall, at their cost, make its own arrangements / alternative arrangements, including but not limited to arranging for DG backup.
- 11.2. Before the Contractor connects any electrical appliances to any plug or socket belonging to CMRL or any other contractor of CMRL, the Contractor shall:
  - (a) satisfy CMRL or the other contractors that the appliance is in good working condition;
  - (b) inform CMRL and the other contractors of the maximum current rating, voltage and phases of the appliances; and
  - (c) obtain permission of CMRL and the other contractors detailing the socket to which the appliances may be connected for regular use.
- 11.3. CMRL shall not grant permission to connect such appliance until CMRL is satisfied that:
  - (a) the appliance is in good condition and is fitted with a suitable plug; and
  - (b) the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 11.4. The Contractor shall ensure that no electric cable in use by the other contractors and/or CMRL shall be disturbed by the Contractor without prior written permission from CMRL. The Contractor shall not impose any weight on any such cable and no ladder or similar equipment shall be rested against or be attached to it.



## **12. REPRESENTATIONS AND WARRANTIES**

**The Contractor hereby represents and warrants to CMRL as follows:**

- 12.1. The Contractor is a duly incorporated company / registered partnership firm / limited liability partnership, validly existing and in good standing under the laws of the jurisdiction where it is incorporated and has all requisite corporate power and authority to own and operate its business and properties and to carry on its business as is being conducted and is duly qualified to do business in all jurisdictions in connection with the performance of its obligations under the Contract.
- 12.2. The Contractor has full corporate power and authority to execute and deliver the Contract and to perform its obligations hereunder, and the execution, delivery and performance of the Contract by the Contractor has been duly authorized by all necessary corporate action on the part of the Contractor.
- 12.3. The execution, delivery and performance of the Contract by the Contractor and the consummation of the transactions contemplated hereby do not and shall not contravene the certificate of incorporation or by-laws of the Contractor and do not and shall not conflict with or result in (i) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which the Contractor is a party that would materially adversely affect the Contractor's ability to perform its obligations under the Contract; or (ii) a breach of any Applicable Laws.
- 12.4. All permits, authorizations by, approvals or orders by, consents of, notices to, filings with or other acts by or in respect of any governmental authority or any other Person required in connection with the execution, delivery and performance of the Contract by the Contractor have been obtained or shall be obtained in due course.
- 12.5. The Contractor is the owner, valid licensee, or authorized user of all intellectual property rights and any other tools or equipment which is used during rendering of Work/Services to CMRL. The Contractor represents and warrants that there are no threatened or actual claims or suits in connection with any intellectual property rights matters that would materially adversely affect the Contractor's ability to perform its obligations under the Contract.
- 12.6. It has all requisite knowledge, know-how, skill, expertise and experience to perform the Work/Services in accordance with the terms and conditions of the Contract.
- 12.7. The Contract is for the entire Work/Services that are to be performed by the Contractor in accordance with the Scope of Work as comprised in Tender Documents. The Contractor has quoted its rates taking into account all the terms and conditions of the Tender. The Contractor understands that the rates quoted by it shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except in the manner provided in this Contract. The Contractor further represents that it has quoted its rates inclusive of all Taxes, duties, royalties, statutory minimum payments / contributions to be paid and overheads, insurance, costs incurred for obtaining various licenses as per statutory requirements etc.
- 12.8. The Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner, in accordance with the best industry practice prevailing in the Operations & maintenance services industry and in terms of the Contract. The

- Contractor shall use adequate number of qualified individuals with suitable training, education, experience, competence and skill to complete the Services.
- 12.9. The Contractor shall use best efforts to complete the Work/Services in the most cost-effective manner, and commensurate with the required level of quality and performance.
- 12.10. There are no legal or arbitration proceedings or any proceedings by, with or before any governmental authority or any other Person, now pending or threatened against it or any of its affiliates, which, if adversely determined, could reasonably be expected to have an adverse effect on the financial condition, options, prospects or business of the Contractor or its ability to perform its obligations under the Contract.
- 12.11. It has the financial standing and capacity to undertake and perform the Services and remedy any deficiencies therein in accordance with the Contract.
- 12.12. It has examined all aspects of the Contract and the Scope of Works to be provided and other terms and conditions of the Contract and has satisfied itself fully as to the sufficiency of the consideration for performance and completion of all of its obligations under, and in accordance with, the Contract.
- 12.13. In entering the Contract, it is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity.
- 12.14. Its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms and conditions of the Contract.
- 12.15. Neither it nor any of its affiliates nor any of its or their respective officers, directors, employees or agents have made, received, provided or offered, and agrees that neither it nor any such other entity or person shall make, receive, provide or offer, any gift, entertainment, payment, loan or other consideration for the purpose of influencing the procurement of any particular goods or otherwise for the purpose of influencing any individual or organization to any course of conduct in any way relating to or affecting the Contract.
- 12.16. No representation or warranty by the Contractor contained herein or in any other document furnished by it to CMRL or to any governmental authority in relation to applicable permits in relation to the Contract contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- 12.17. CMRL is a company, validly existing and in good standing under the laws of the Republic of India and has all requisite corporate power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in all jurisdictions in connection with the performance of its obligations under the Contract.
- 12.18. CMRL has full corporate power and authority to execute and deliver the Contract and to perform its obligations hereunder, and the execution, delivery and performance of the Contract by CMRL have been duly authorized by all necessary corporate action on the part of CMRL.
- 12.19. The execution, delivery and performance of the Contract by CMRL and the consummation of the transactions contemplated hereby do not and shall not contravene the certificate of incorporation or by-laws governing the conduct of CMRL and do not

and shall not conflict with or result in (i) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which CMRL is a party that would materially adversely affect CMRL's ability to perform its obligations under the Contract, or (ii) a breach of any Applicable Laws.

**13. COMPLIANCE WITH LAWS**

- 13.1. The Contractor shall abide by all prevailing laws relating to the performance of the Contract. The Contractor shall ensure that its employees, agents, personnel abide by all Applicable Laws relating to the performance of the Contract, including all environmental labour and social security laws, and by instructions or directions of any relevant governmental authorities (including the timely payment of any and all fees, assessments, or other charges and registrations with relevant agencies or other governmental authorities required in connection therewith) and with the terms and conditions of any authorisations or permits obtained by the Contractor in connection with the Services.
- 13.2. The Contractor represents that it is fully aware of all Applicable Laws and any terms and conditions of any authorizations and permits which should be complied with during the performance of the Contract.
- 13.3. The Contractor shall furnish to CMRL, promptly upon request, such information concerning the Contractor, its personnel, employees, staffs, workmen, agents etc, as CMRL may be required to furnish to any governmental authorities.

**14. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 14.1. The Contractor covenants that neither the Contractor nor any of its affiliates, employees, agents, representatives or servants shall make, offer to give or agree to give any bribe, commission, gift or advantage to (i) any governmental official, employee or representative; (ii) any officer, servant, representative or agent of CMRL or its affiliates; or (iii) any other person, in relation to the obtaining or execution of the Contract. Such an act by Contractor shall, in addition to any criminal liability which the Contractor may be subject to under Applicable Law, provide a right to CMRL to terminate the Contract and/or any other contract that may have been entered into between CMRL and the Contractor. The Contractor shall also be liable for payment of any loss or damages resulting from any such termination to CMRL, which CMRL may at its option deduct and/or set off from the amounts otherwise due to the Contractor under the Contract or recover from the Contractor as a debt due and payable. Any question or dispute as to the breach by the Contractor of its obligations under this Clause shall be determined by CMRL in such manner and on such evidence or information as available to CMRL and the CMRL's decision in this regard shall be final and conclusive.

**15. INDEPENDENT CONTRACTOR**

- 15.1. The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto.
- 15.2. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, personnel engaged by the Contractor in connection with the performance of the

Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of CMRL, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or personnel and CMRL.

- 15.3. It is expressly understood and agreed by and between the Contractor and CMRL that the Contractor is entering into the Contract solely on its own behalf and not on behalf of any other Person, entity, associate company or group-company. It is expressly understood and agreed that the Contractor is an independent legal entity with the power and authority to enter into contracts solely on its own behalf under the Applicable Laws of India and the general principles of laws of the contract.

**16. JOINT VENTURE OR CONSORTIUM**

If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to CMRL for the fulfilment of the provisions of the Contract and shall designate one of such persons to act as a leader with the authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium formed for the performance of the Contract shall not be altered without the prior written consent of CMRL.

**17. SECURITY**

The Contractor shall provide CMRL with Contract Performance Bank Guarantee and Parent Company Guarantee at the times and in the amount, manner and form as more particularly specified in the SCC.

**18. PARENT COMPANY GUARANTEE**

In the event the Contractor is a special purpose vehicle or a subsidiary of a bidding entity, the Contractor shall have delivered to CMRL a duly executed performance and payment guarantee from its parent company in the manner detailed in Clause 4 of the SCC.

**19. CONFIDENTIALITY**

- 19.1. All information including, without limitation, all oral and written information, disclosed by CMRL (“**Disclosing Party**”) to the Contractor, or any person acting for and on behalf of the Contractor (“**Receiving Party**”) is deemed to be confidential, restricted and proprietary to CMRL (“**Confidential Information**”).
- 19.2. Except as specified in the Contract, the Confidential Information supplied is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with, the terms and conditions of the Contract. The Receiving Party shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar proprietary Confidential Information. All Confidential Information shall be retained by the Receiving Party in a secure place with access limited to only such of the Receiving Party's personnel, employees or agents who need to know such Confidential Information for purposes of the Services and the Contract and to such third parties as the Disclosing Party has consented to by prior written approval. All Confidential Information, including all copies of such Confidential Information, unless otherwise specified in writing (a) remains the property of the Disclosing Party; (b) shall be used by the Receiving Party only for the purpose for which it was intended; and (c) shall be returned to the

Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon expiration or termination of the Contract. For the purposes hereof, Confidential Information does not include information that:

- (a) is already published or otherwise in public domain before it was communicated to the Receiving Party without any fault or negligence of the Receiving Party; or
- (b) prior to disclosure, was already in the Receiving Party's legitimate possession without having been obtained directly or indirectly from the Disclosing Party; or
- (c) is lawfully obtained from an independent source that had neither direct nor indirect secrecy commitment to CMRL; or
- (d) is independently developed by the Receiving Party, by itself or through parties who have not had, either directly or indirectly, access to or knowledge of such information; or
- (e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental authority, provided that the Receiving Party required to disclose the information provides the Disclosing Party with prior notice of such order or requirement.

19.3. Any document other than the Contract itself containing Confidential Information, shall remain the property of CMRL and shall be returned (all copies) to CMRL on completion of the Contractor's performance under the Contract, if so required by CMRL.

19.4. Non-compliance of this Clause shall be strictly construed as a breach of the Contract. As damages may be difficult to ascertain in case of breach of the confidentiality provisions, the Parties agree that, without limiting any other rights and remedies specified herein, an injunction may be sought against the Receiving Party who has breached or threatened to breach this Clause.

## **20. LIMITATION OF LIABILITY**

20.1. Notwithstanding anything contained in this Contract, to the maximum extent permitted under the Applicable Law, under no circumstance shall CMRL be liable for any indirect, incidental, exemplary, penal, consequential damages or losses of any kind or for any business interruption or loss of profits, business opportunities, or goodwill arising out of or in connection with this Contract, even if advised of the possibility thereof or even if within the knowledge of the Contractor.

20.2. Notwithstanding anything to the contrary contained in this Contract, in no event shall the aggregate and total liability of CMRL under this Contract for any and all damages, losses, claims and causes of actions (whether in contract, tort including negligence or otherwise) exceed hundred percent (100%) of the Contract Price.

20.3. The limitations set forth in Clauses 20.1 and 20.2 shall apply notwithstanding the failure of the essential purpose of any limited remedies set forth in this Contract. If Applicable Law precludes CMRL from disclaiming particular kind of damage or to cap the liability for certain types of actions or claims, then the above provisions will be deemed amended to confirm with the Applicable Law, and the balance of this Clause shall remain in full force and effect.

- 20.4. The Contractor has considered and find reasonable the foregoing allocation of risk, and the foregoing limitations in this Clause are an essential basis of the bargain between the Parties.

## **21. TERMINATION**

### **21.1. Termination for convenience:**

- 21.1.1. CMRL may at any time terminate the Contract for any reason or without assigning any reason by giving the Contractor 30 (thirty) days' notice of termination.
- 21.1.2. Upon receipt of notice of termination under Clause 21.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination:
- (a) cease all further work, except for such work as CMRL may specify in the notice of termination for the sole purpose of protecting the on-going Work/Services critical, or any work required to leave the location of CMRL in a clean and safe condition.
  - (b) Remove all hardware, equipment, materials, rubbish, debris of any kind from the location of CMRL and leave the location of CMRL in a clean and safe condition.
- 21.1.3. In the event of termination of the Contract under Clause 21.1.1, CMRL shall pay to the Contractor the relevant part of the Contract Price, properly attributable to the part of the Work/Services rendered by the Contractor and accepted by CMRL, as on the date of termination.

### **21.2. Termination for Contractor's Default**

- 21.2.1. CMRL may, without prejudice to any other rights or remedies it may possess, terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, with no compensation, if the Contractor:
- (a) becomes bankrupt or insolvent.
  - (b) assigns or transfers the Contract or any right or interest therein, except as provided under the Contract.
  - (c) in the judgment of CMRL has engaged in Corrupt Practices or Fraudulent Practices in competing for, or in executing the Contract; or
  - (d) unreasonably delays in performance of any obligation under the Contract resulting in frustration of / defeating the very purpose of the Contract.
- 21.2.2. CMRL may, without prejudice to any other rights or remedies it may possess, terminate the Contract, with no compensation, if the Contractor:
- (a) abandons or repudiates the Contract.
  - (b) fails to commence performance of the work/Services promptly or has suspended the progress of Contract performance for more than thirty (30) days after receiving a written instruction from CMRL to proceed.
  - (c) fails to perform the Contract in accordance with terms and conditions therein, or neglects to carry out its obligations under the Contract; or
  - (d) refuses or is unable to provide sufficient hardware, equipment or Materials, services or labour to execute and complete the Work/Services in the manner specified in the Contract, or

- (e) If CMRL receives persistent complaints against the Contractor from other stakeholders or otherwise, or
  - (f) fails to provide any information / record within the prescribed time as may be demanded by CMRL from time to time, or
  - (g) If there is any failure or default at any time on the part of the Contractor to observe, carry out, perform or comply with the terms and provisions of the Contract to the satisfaction of CMRL.
  - (h) And- the Contractor fails to remedy or to take steps to remedy such default within 14 (fourteen) days of its receipt of a notice from CMRL requiring the Contractor to cure such default; by giving the Contractor a termination notice of thirty (30) days.
- 21.2.3. Upon receipt of the notice of termination under Clause 21.2.1 or Clause 21.2.2, as the case may be, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:
- (a) cease all further work, except for such work as CMRL may specify in the notice of termination for the sole purpose of protecting the on-going Services critical, or any work required to leave the location of CMRL in a clean and safe condition.
  - (b) Remove all materials, rubbish, debris of any kind from the location of CMRL and leave the location of CMRL in a clean and safe condition.
- 21.2.4. Upon such termination in terms of Clause 21.2, CMRL may expel the Contractor, its employees, representatives, agents etc from the location of CMRL and complete the Work/Services itself or by employing any third party and shall further be entitled to recover the costs of completing the Services from the Contractor.
- 21.3. Termination by the Contractor:
- 21.3.1. The Contractor may, by giving thirty (30) days' notice to CMRL, terminate the Contract under the following circumstances:
- (a) If CMRL has failed to pay the Contractor, the amounts specified in any undisputed invoice as may have been invoiced by the Contractor in accordance with the terms and conditions of the Contract and CMRL has failed to remedy such default within sixty (60) days after the receipt of the Contractor's notice requiring CMRL to remedy such default; or
  - (b) becomes bankrupt or insolvent.
  - (c) if the Contractor is unable to comply with its obligations under the Contract due to CMRL's failure to provide access to the locations of CMRL or failure to obtain any governmental permit necessary for the execution and/or completion of the Work/Services, which CMRL is required to obtain as per provisions of the Contract or as per Applicable Laws of the country, then the Contractor may give a notice to CMRL thereof, and if CMRL has failed to remedy the default within twenty eight (28) days of the said notice, then terminate the Contract;
- 21.3.2. If the Contract is terminated under Clause 21.3.1, then the Contractor shall immediately:

- (a) cease all further work, except for such work as CMRL may specify in the notice of termination for the sole purpose of protecting the on-going Work/Services critical passengers, or any work required to leave the location of CMRL in a clean and safe condition.
- (b) Remove all materials, rubbish, debris of any kind from the location of CMRL and leave the location of CMRL in a clean and safe condition.

**22. CONTRACTOR'S LIABILITY AND INDEMNITY**

- 22.1. The Contractor shall be responsible for any damage resulting from its operations / rendering of Work/Services. The Contractor shall also be responsible for protection of all persons including its own employees, members of public and employees of CMRL and the employees of other contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.
- 22.2. The Contractor shall ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give notice to CMRL when such property and utilities are likely to get damaged during the performance of its Work/Services and shall make all necessary arrangements with CMRL or such persons, related to removal or replacement or protection of such property and utilities.
- 22.3. The Contractor shall protect, defend, indemnify and hold CMRL and its affiliates, CMRL's personnel, officers, agents and employees harmless from and against any and all losses, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, legal fees) or causes of action arising directly or indirectly from or incurred by reason of the acts or omissions of the Contractor, its affiliates, or any of their respective personnel during the performance of the Contractor's obligations under the Contract, (collectively the "**Liabilities**") brought against or incurred by CMRL for:
  - (i) injury to persons (including physical or mental injury, libel, slander and death) caused by the Contractor, Contractor's personnel, officers, employees, representatives or agents;
  - (ii) loss or damage to real and tangible property, caused by (or relating to the strict liability of) the Contractor, or its respective officers, employees, representatives or agents;
  - (iii) violations or non-compliance with laws, permits, clearances, codes, ordinances or regulations by the Contractor or its respective personnel;
  - (iv) any other liability or loss that shall:
    - (i) have resulted from any negligent or wilful act or omission or from the default of the Contractor, Contractor's personnel, officers, employees, representatives or agents in the performance of the Contract; or
    - (ii) be a liability or loss for which the Contractor is liable.
  - (v) any fraud, wilful misconduct, gross negligence or misrepresentation by or on behalf of the Contractor;



- (vi) any breach of representations or warranties given by the Contractor, its affiliates, under or in relation to the Contract;
- (vii) any introduction of hazardous materials introduced to the locations of CMRL or any other location by the Contractor, its affiliates, or suppliers or their respective personnel in the performance of the Contract or rendering of the Services; and
- (viii) any failure of the Contractor or any Contractor's supplier:
  - (a) to pay any Taxes relating to income or other Taxes required to be paid by such person;
  - (b) to make any payments in respect of Taxes which are to be paid by such person in connection with the performance of its obligations relating to the Contract, including, in the case of the Contractor, any Contractor Taxes, which it is required to pay pursuant to the terms of the Contract; or
  - (c) to file Tax returns as required by Applicable Laws or comply with reporting or filing requirements under Applicable Law relating to Taxes, including, in the case of the Contractor, the Contractor Taxes to be paid by the Contractor pursuant to the terms of the Contract.

22.4. If a claim for Liabilities ("**Claim**") is to be made by CMRL hereunder against the Contractor, CMRL shall give written notice of such Claim ("**Claim Notice**") to the Contractor as soon as practicable after CMRL becomes aware of any fact, condition or event which may give rise to Liabilities for which indemnification may be sought under the Contract, provided, however, that no delay on the part of CMRL in notifying the Contractor shall relieve the Contractor from any obligation hereunder. If any lawsuit or enforcement action is filed against CMRL, written notice thereof shall be given to the Contractor as promptly as practicable (and in any event within fifteen (15) days after the service of the citation or summons). The Contractor may be permitted, if allowed by CMRL in its discretion, (i) to defend such lawsuit or action, (ii) to employ and engage attorneys of its own choice to handle and defend the same, at the Contractor's sole cost, risk and expense, and (iii) to compromise or settle such claim, which compromise, or settlement shall be made only with the written consent of CMRL. If the Contractor fails to assume the defense of such claim within fifteen (15) days after receipt of the Claim Notice, CMRL against which such Claim has been asserted shall (upon delivering notice to such effect to the Contractor) shall have the right to undertake, at the Contractor's cost and expense, the defense, compromise or settlement of such Claim on behalf of and for the account and risk of the Contractor. The Contractor shall be liable to defend, indemnify and hold harmless CMRL from and against any Liabilities by reason of any settlement or judgment.

## **23. FORCE MAJEURE**

23.1. "**Force Majeure**" shall mean any of the following events or circumstances or combination of the following events or circumstances which (i) are beyond the reasonable control of the affected Party; (ii) the affected Party could not reasonably have anticipated or provided for before entering into the Contract; (iii) could not have been prevented by best industry practice; (iv) is unavoidable notwithstanding the reasonable care of the Party affected; and (v) has not resulted from the negligence of the affected Party or the failure of such Party to perform its obligations under the

Contract and which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under the Contract:

- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
- (b) earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disasters.

23.2. Notwithstanding the foregoing, an event of Force Majeure shall not include:

- (i) the occurrence of any manpower, material or equipment shortage;
- (ii) inability to procure funding by the Contractor;
- (iii) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies;
- (iv) any hindrance created by any third party in respect of any access right or right of use in respect of the location of CMRL;
- (v) inability of a Party to pay any monies due pursuant to the Contract;
- (vi) conditions caused by the negligence or wrongful acts of the affected Party;
- (vii) a breach of any provision of the Contract or any default or failure by a third party in any agreement entered into by the affected Party with such third party;
- (viii) any delay, default or failure (direct or indirect) in obtaining materials, equipment or performing services by the Contractor;

23.3. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof immediately following the date of commencement of any event of Force Majeure and in any event within seven (7) days of the day of occurrence of such event.

23.4. The Party having invoked such event of Force Majeure as a cause for such delay shall promptly submit to the other Party proof of the nature of such delay and its effect upon the time of performance.

23.5. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed.

23.6. The Parties shall thereupon consult with one another concerning the effect of such delay upon the Contract schedule and the Contract schedule shall be equitably adjusted by the Parties to take into account such effect and the ability of the Contractor to reschedule the Services to avoid or minimise overall delays resulting from the event of Force Majeure.

23.7. The Party affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, including recourse to alternate acceptable sources of services.

23.8. The notice under Clause above shall be a pre-condition to an affected Party claiming relief for an event of Force Majeure and if such notice has not been provided, the

affected Party shall be precluded from claiming any loss pursuant to an event of Force Majeure.

- 23.9. If the performance of the Contract is substantially prevented, hindered or delayed for a consecutive period of more than one hundred and twenty (120) days or an aggregate period of more than three hundred and sixty-five (365) days, on account of one or more events of Force Majeure during the currency of the Contract, the Parties shall attempt to develop a mutually satisfactory solution. If the Parties are unable to determine a satisfactory solution within a period of fifteen (15) days from commencement of such dialogue between the Parties, either Party may terminate the Contract by giving a notice to the other.
- 23.10. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this Clause, the Engineer shall first try to resolve the issue and give his decision. If the Engineer’s decision is not acceptable to any party, the aggrieved party may refer to the matter for resolution under Clause 24 [SETTLEMENT OF DISPUTES]. However, the execution of the work shall continue and shall not be stopped or slowed down on that account.

## **24. SETTLEMENT OF DISPUTES**

### **24.1. Negotiation and Amicable Settlement:**

In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), either party shall issue a notice in writing to other party to settle the dispute. The parties shall first attempt to amicably resolve such disputes through negotiation at the highest level of both the parties.

If the disputes are not resolved within 30 days of notice as referred above through Negotiation and Amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Conciliation.

### **24.2. Conciliation**

There shall be a Conciliator well experienced in required field who will carry out the conciliation process under part III of the Arbitration and Conciliation Act, 1996 as amended from time to time.

- (ii) Both parties will agree for nominating sole Conciliator from the list provided by CMRL, CMRL shall, within fifteen days from the date of receipt of notice, send a panel of 5 (Five) independent and neutral members who shall be professionals, experienced in the relevant field. The Contractor shall nominate one member from the List within fifteen days from the date of receipt of the List from CMRL
- (iii) Conciliation proceedings shall commence when the party submit a brief statement of the claims/disputes to the conciliator.
- (iv) The Conciliator shall be paid a fee of Rs.30,000/- per sitting plus Rs.3000/- towards local transport charges for each day of proceedings. An outstation member shall be reimbursed the air fare by economy class and hotel accommodation additionally. Applicable taxes,

if any, shall be reimbursed as per actuals. The expenditure shall be shared equally by both the parties.

- (v) The Conciliator shall hold sitting at a designated place in Chennai and complete the proceedings within 10 sittings in a period of 6 months. In case more sittings are required by the Conciliator, the same may be held with the consent of both parties.
- (vi) The procedures and methodologies of the Conciliation proceedings shall be evolved by the Conciliator in its first meeting. The Forum of Conciliator is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. The parties are expected to be brief and to the point before the conciliator with regards to their respective stand and views to exercise the spirit of settlement.
- (vii) The Parties before the Conciliator shall be represented by a senior Executive and regular employee of the company, supported by an Authorization letter to enter into a Settlement Agreement. The representing parties appearing before the Conciliator shall be capable of taking decision immediately and settle the dispute.
- (viii) The Conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to other things, the rights and obligations of the parties and usage of the trade practice and circumstances surrounding the dispute and suggest the proposal for a settlement of the dispute. If a settlement is arrived at, the same shall be recorded as a settlement agreement and signed by the Contractor, CMRL and the Conciliator. The settlement agreement shall be final and binding on the parties in terms of section 73 of the Arbitration and Conciliation Act 1996 as amended.
- (ix) In case of failure of the conciliation process, the Conciliator shall write a declaration after consultation with the parties to the effect that further efforts at conciliation are no longer justified on the date of declaration.
- (x) If any dispute between the parties is not resolved through Conciliation, either party on or before 30 days from the date of declaration of Conciliator, shall give notice in writing to the other party of its intention to refer such dispute to Arbitration.

#### 24.3. Arbitration:

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

- (ii) The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole-Member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by CMRL, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirements relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

- (iii) If the party seeking Arbitration is the Contractor, such proposal shall be addressed to CMRL and CMRL shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by CMRL, referred in clause above, to the Contractor. The Contractor shall nominate Sole arbitrator from the List within fifteen days from the date of receipt of the List from CMRL. If the party seeking Arbitration is CMRL, it shall forward such proposal to the Contractor along with the panel maintained by the CMRL, The Contractor shall nominate Sole arbitrator from the List within fifteen days from the date of receipt of the list.
- (iv) If the Contractor fails to nominate the arbitrator within the prescribed time limit, as mentioned above, after the expiry of the prescribed time limit, CMRL has the right to nominate the Arbitrator from the said List on behalf of the Contractor failing to nominate.
- (v) In the event of an arbitrator's death or neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in the manner aforesaid.
- (vi) Subject to the aforesaid, the Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The fees for arbitrators shall be in line with the 4th Schedule of Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.
- (vii) The Seat and venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties. The arbitration award shall be final and binding on the parties.
- (viii) Jurisdiction of Courts: The Courts at Chennai shall have exclusive jurisdiction in respect of all disputes between the parties arising out of this agreement.

## **25. ASSIGNMENT:**

25.1. CMRL shall be entitled to assign the whole or any part of the Contract or any benefit or interest in or under the Contract to its lenders, affiliates or group-company without the consent of the Contractor. For assignment of the Contract to any third party other than as specified herein, CMRL shall give prior intimation to the Contractor and any such assignment by CMRL shall not affect the rights and obligations of the Contractor under the Contract. In particular, the Contractor hereby consents to the grant and creation by CMRL of a security interest in and assignment of the Contract and any and all of CMRL's rights, title and interests in and under the Contract in favour of any lender or its security agent or trustee; and in furtherance of and to give effect to such security interest and assignment, the Contractor agrees to enter into such contracts, direct contracts and consents and deliver such legal opinions as are reasonably customary and as may be required by any of the lenders.

25.2. The Contractor shall not be entitled to assign any part of the Contract or any benefit or interest in or under the Contract without the prior written consent of CMRL.

In the event of an assignment being consented to by CMRL, (a) the Contractor and the assignee shall execute such documents to the satisfaction of CMRL, (b) the Contractor and the assignee shall be jointly and severally bound to CMRL for the fulfillment of the provisions of the Contract.

**26. ENTIRE CONTRACT**

The Contract constitutes the entire agreement reached between by CMRL and the Contractor with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto, except to the extent any such communications, negotiations and agreements are specifically made a part of the Contract.

**27. AMENDMENT TO THE CONTRACT**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is agreed and signed by a duly authorized representative of each Party hereto.

**28. NON-WAIVER**

- 28.1. Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.
- 28.2. Subject to sub-clause above, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of the Contract.

**29. SEVERABILITY**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**30. NOTICES**

- 30.1. All notices to be given by one Party to the other Party in connection with or under the Contract shall be made in writing in English, and shall be sent, at the addresses set forth below or to such other addresses as notified from time to time by the Parties to each other, by either one or more of the means namely personal delivery, registered post, courier, or electronic mail:

***To CMRL:***

Attn:

Address:

Email:

***To Contractor:***

Attn:

Address:

Email:

- 30.2. A notice shall be treated as having been received:
  - (a) if sent by hand, when its delivery is confirmed by a signature on behalf of the recipient.

- (b) if sent by courier, (a) two (2) days after deposit with a reputed overnight courier if for inland delivery and (b) five (5) days after deposit with a reputed international courier if for overseas delivery.
  - (c) if sent by registered post then, when the registered post would, in the ordinary course of post, be delivered whether actually delivered or not; and
  - (d) by email, when the sender receives an automated message confirming delivery. All electronic mail shall be followed by hand delivery, posting the courier or registered posted as provided above.
- 30.3. Either Party, by intimating the other Party in writing, may change its postal, facsimile or email address or addressee for receipt of such notices.
- 30.4. Notwithstanding anything contained in the Contract, no electronic mail communication shall be accepted as a legal notice or legal claim, unless it is additionally served at the appropriate address by hand, courier or by registered post.

**31. SURVIVAL**

Notwithstanding anything to the contrary in the Contract, termination, cancellation or expiration of the Contract for any reason shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination. The clauses of this Contract which are reasonably expected to survive the termination or expiry of the Contract, shall survive and be binding on the Parties thereafter.

**32. COUNTERPARTS**

The Contract may be executed in one or more counterparts, each of which when so executed shall be deemed an original and such counterparts together shall constitute one and the same instrument.

**33. LANGUAGE OF COMMUNICATION**

All documents, writing and notices pertaining to and submitted in terms of the Contract and provided by one Party to the other shall be in the English language. If any writing, or document, including any document issued or certified by any person in any jurisdiction, is not in English, then it shall be translated into English and notarised, by the Party in possession of such writing and the English version of such writing shall govern and prevail.

**34. PRIORITY OF DOCUMENT**

The following order of precedence of the contract document may be preferred.

- a. Pricing Document & Financial Bid
- b. Any other document forming the contract including contractor's proposal, bidding procedure, schedules of contract.
- c. Addendum to respective parts of the tender read in conjugation with their original hierarchy/Corrigendum to Tender
- d. Letter of Technical Bid and Letter of Price Bid
- e. The Letter of Acceptance (LOA)
- f. Particular Conditions
- g. The Contract Agreement,
- h. The General Conditions
- i. Scope of Work

**PACKET-A TECHNO-  
COMMERCIAL BID**



**PACKET- A**

**TECHNO –COMMERCIAL BID –PACKET –A**  
Covering letter comprising the Bid

Dated:

To  
General Manager (O & M)  
Chennai Metro Rail Limited,  
METROS,  
No.327, Anna Salai, Nandanam, Chennai – 600 035.

Dear Sir,

1. With reference to your Bid Document for CMRL-OPN 02-CBTMS-2025, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid along with the Bid for the award of License. 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 License, and I/we certify that all information provided in the Bid and its Annexures are true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
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:
  - i. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by CMRL;
  - ii. 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;
  - iii. 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 License, 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 License for this 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 undertake to conduct regular in-house audit by CMRL every six months.
11. 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 five (5) years.
12. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Packet-A of the Bid Document, are also enclosed. The

power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Packet-A of the Bid Document, are also enclosed. The Power of Attorney shall be in non-judicial Stamp Paper of minimum Rs. 100/- as per the format given.

13. 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.
14. 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 License.
15. 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, draft Contract Agreement, my/our estimates of costs and all the conditions that may affect the Bid.
16. The Earnest Money in the form of a Demand Draft / Banker's Guarantee of a Scheduled Bank approved by Reserve Bank of India is attached.
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 License 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 Licensee 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:

**JOINT BIDDING AGREEMENT**

(To be executed on Stamp paper of minimum Rs.100)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...  
AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“First Part”

which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“Second Part”

Which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... (hereinafter referred to as the

“Third Part”

which expression shall, unless repugnant to the context include its successors and permitted assigns)}

which expression shall, unless repugnant to the context include its successors and permitted assigns)} the above mentioned parties of the FIRST, SECOND and THIRD are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS:

(A) CMRL has invited Bids by its Bid Document dated ----- (the “Document”) for submission of bids for the award of Design, Development, Testing and Implementation of a **Part A:** Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.& **Part B:** Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract. The Tender herein after shall be referred as “**CMRL-OPN 02-CBTMS-2025**”.

(B) The Parties are interested in jointly bidding for the award of Contract as members of a Consortium and in accordance with the terms and conditions of the Document and other bid documents in respect of the award of Contract.

(C) It is a necessary condition under the Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Document.
2. Consortium: The number of Parties will be shown here, as applicable, however subject to a maximum of three.
  - 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process forward of the Contract.
  - 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the award of License, either directly or indirectly or through any of their Associates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the License, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Contract Agreement with CMRL and for performing all its obligations as the Licensee in terms of the Contract Agreement for rendering the desired services desired under the License.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
  - (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Contract Agreement when all the obligations of the SPV shall become effective;
  - (b) Party of the Second Part may be the {Financial Member of the Consortium} and
  - (c) Party of the Third Part may be the {Operation and Management Member of the Consortium}
  - (d) The roles can be interchanged among the parties, except the first party.
5. Joint and Several Liabilities: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the award of License and the services desired under the License in accordance with the terms of the Document and the Contract Agreement.
6. Shareholding in the SPV:
  - 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party:  
Second Party:  
Third Party\*:  
\* If available  
Strike out whichever is not applicable.

6.2 The Parties undertake that highest subscribed and paid up equity share capital of the SPV shall, at all times till five years or till the tenure of the contract period as the case may be from the date of commencement of the License, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of qualification for the award of the License in terms of the Document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of license or till the extended tenure of the license from the date of commencement of the License.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or

which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Contract Agreement, in case the License is awarded to the Consortium. However, in case the Consortium is not awarded the License, the Agreement will stand terminated upon return of the Earnest Money by CMRL to the Bidder, as the case may be. During the tenure of the contract, if any change in constitution in consortium results in termination of Contract Agreement.

9. Miscellaneous:

- (a) This Joint Bidding Agreement shall be governed by laws of India.  
(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CMRL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:  
(Signature)  
(Name)  
(Designation)  
(Address)

For and on behalf of  
SECOND PARTNER  
(Signature)  
(Name)  
(Designation)  
(Address)

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members.

**POWER OF ATTORNEY FOR SIGNING OF BID**

(To be executed on Stamp paper of minimum Rs.100)

Know all men by these presents, we \_\_\_\_\_  
 \_\_\_\_\_ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), \_\_\_\_\_ son / daughter / wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us / the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful Attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the Part A: Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.& Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract. The Tender herein after shall be referred as "CMRL-OPN 02-CBTMS-2025". 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 License 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:

1. 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.
2. 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.

**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(To be executed on Stamp paper of minimum Rs.100)*

WHEREAS CHENNAI METRO RAIL LIMITED (CMRL) has invited Bids from interested parties for Tender for Part A: Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.& Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract. Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the award of CBTMS. The Tender herein after shall be referred as "in accordance with the terms and conditions of the Bid Document dated \_\_\_\_\_ and other connected documents in respect of the award of License, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary Power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the award of the License and the execution of the Contract Agreement.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered Office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered Office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered Office at \_\_\_\_\_ and \_\_\_\_\_ having our registered Office at \_\_\_\_\_ (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. \_\_\_\_\_ having its registered Office \_\_\_\_\_ being one of the Members of the Consortium as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and in the event the Consortium is awarded the License, during the terms of the License and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds, or things as are necessary or required or incidental to the submission of its bid for the award of License, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with CMRL and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the award of Contract till the Contract Agreement is entered into with CMRL.

AND 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 / Consortium.



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

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

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

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

Witness:

1.

2.

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay 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.
2. Wherever required, 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.

**BANKER'S GUARANTEE FOR EMD**

In consideration of the Chennai Metro Rail Limited (hereinafter referred to as CMRL) having agreed to accept from .....[here in after called "the said Tenderer(s)"] earnest money in the form of Guarantee Bond, under the terms and conditions of Tender No: **CMRL-OPN 02-CBTMS-2025** in connection with by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of ..... days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their Tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfilment of the contract on acceptance of the Tender on production of a Bank Guarantee for Rs. .... payable at a designated Bank Branch located in Chennai. We, ..... Bank Ltd., do hereby undertake to pay on demand to the CMRL, the sum of Rs. .... in the event of the said Tender having incurred of the forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said Tender under an order of the authority competent to invite tender. We ..... Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the Tender discharges the guarantee, subject however that CMRL shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we, ..... Bank Ltd; lastly undertake not to revoke this guarantee during its currency except with the previous consent of CMRL in writing.

Dated.....day of .....

For .....Bank Ltd.

**WORK EXPERIENCE**

Applicant's legal name .....

Date.....

For similar works as per eligibility clause at the price level on last day of month previous to the month the Tender submitted (considering escalation as per eligibility Clause)

Specific Experience shall be submitted separately for each work claimed for work experience.		
Detail of work		
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address		
Telephone / Fax number		
E Mail		
Role in Contract (Individual/JV-JVA member)	Individual	JV Member
Completion Cost	Currency _____ (as stated in Clients Certificate)	In equivalent INR at as on date of Tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at as on date of Tender submission price level
Quantum of similar work.		In case of JV/JVA, actual works executed by the Applicant (duly substantiated with Client Certificate)

**Note:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group JV/JVA, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

2. Separate sheet for each work along with Clients Certificate to be submitted.

**MANDATORY INFORMATION FOR ELIGIBILITY OF THE BID**

1. The below form 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.

2. For JV / Consortium, all partners to provide the details

Sl.No	Techno-Commercial Criteria	Details (to be filled by the Bidder)	Page Nos.
1	Name of the Bidder		
2	Contact person of the Bidder designated for the bid along with Telephone, Fax No. and email ID.		
3	Full address of the Bidder with Telephone No. and Fax No.		
4	Details of Earnest Money for Amount Rs. _____ (Rupees _____ only).		
5	Specify the Legal Status of Bidder: Company / Partnership Firm / Individual		
6	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business		
7	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		
8	PAN of the Bidder (Please enclose the attested photocopy of PAN card issued by Income Tax Department)		
9	GST Number of the Bidder (Please enclose the attested photocopy of GST Registration Certificate issued by relevant authorities)		
10	PF Registration of the Bidder (Please enclose attested photocopy of Provident Fund Commissioner)		
11	Copy of license under Contract Labour Act, 1970		
12	ESI Registration(Please enclose attested photocopy)		

13	Turnover of the Bidder for the preceding five years viz., 2020-21, 2021-22, 2022-23; 2023-24; 2024-25, (Please enclose a statement duly certified by Chartered Accountant) Annexure 7 (Form – 1).		
14	Profit and Loss statement for five years viz., 2020-21, 2021-22, 2022-23; 2023-24; 2024-25, (Please enclose a statement duly certified by Chartered Accountant)		

Note:

1. The Details as required in must be submitted with supporting documents for each of criteria mentioned at each rows. 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 License or revoke the same at any time without assigning any reason whatsoever.

SEAL

\_\_\_\_\_  
(Signature of the Bidder)

Date:

Name:

Address:

**ANNEXURE - 7 (Form – 1)**

**Turnover of the Bidder**

<b>2020-2021</b>	<b>2021 – 2022</b>	<b>2022– 2023</b>	<b>2023 – 2024</b>	<b>2024 – 2025</b>	<b>Average of highest 3 years out of 5 years</b>

**Profit– Loss before taxes of the Applicant (s):**

<b>Name of Applicant</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>

**Note:**

1. The form below should be filled in by Bidder along with all supporting documents as stipulated in the relevant rows.
2. For JV / Consortium; all partners to provide the details provide details of annual revenues for each head, as applicable, for the last 3 financial years.
3. The Bidder shall attach a copy of the Income Tax Return for the above financial years. In case of consortium, lead member of the consortium shall provide the copy of the Income Tax return for the above period.

\_\_\_\_\_  
(Chartered Accountant's Signature & Date)

Name of the CA:

Chartered Accountant's Seal

CA Registration Number:

CA's Address:

CA's Telephone / Fax Number

\_\_\_\_\_  
Bidder's signature and Name

Name of the Authorized Signatory

Bidder's Seal

## ANNEXURE - 7 (Form – 2)

Date: *[insert day, month, year]*  
Applicant's Legal name: *[insert full name]*  
JV Member's Legal Name: *[insert full name]*

Type of Financial information in (Currency)	Historic information for previous <i>five (5)</i> years (amount in currency, currency, exchange rate, INR equivalent)				
	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Information from Balance Sheet</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

The form should be filled by applicant along-with all supporting documents as stipulated in the relevant rows.

-----  
(Chartered Accountant's Signature & Date)

Name of the CA:

Chartered Accountant's Seal

CA Registration Number:

CA's Address:

CA's Telephone / Fax Number

-----  
Applicant's signature and Name

Name of the Authorized Signatory

Applicant's Seal

**CHECKLIST OF DETAILS/DOCUMENTS TO BE SUBMITTED**

<b>Sl.No</b>	<b>Documents submitted</b>	<b>Details Whether complied “Yes” or “No”</b>
1	Have you attached Receipt or acknowledgement towards payment of Tender Document cost or have you attached Bank Draft for the amount of Tender Document Cost.	
2	Have you attached document towards EMD. (Proforma Bankers’ Guarantee for EMD in Annexure - 5).	
3	Have you submitted Covering letter for Packet-A in your letter head as in proforma given in the document (Packet - A).	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure - 3 / Annexure - 4.	
5	Have you attached details of Techno Commercial experience as in Annexure - 6 for each work along with Clients Certificate?	
6	Have you attached mandatory information for eligibility of the Bid with all certified copies as stated vide Annexure - 7.	
7	Have you attached authorization certificate from a recognized SaaS service provider. (Packet-A)	
8	Have you attached Certification for non-engagement of middlemen or agent as per pro-forma in Annexure – 12.	
9	Have you signed all pages of the Tender Document? (To be signed by the authorised signatory as per the Power Attorney given in Annexure - 3 / Annexure - 4).	
10	Have you quoted rate per Item in the Financial Bid as per proforma given in the document (Packet-B).	

Seal of the Bidder

Signature:.....

Name of Authorised signatory:.....



**ANNEXURE – 9****INITIAL FILTER CRITERIA**

(On Company's letter head {in member in case of consortium})

<b>S.No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has the Bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organisation ever been terminated due to poor performance?		
3	Has the Bidder's Security Deposit 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 organisation?		
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? (as per Annexure-7 Form-2)		
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 Technical Bid.

**ANNEXURE – 9 (Form-1)**

**UNDERTAKING FOR INITIAL FILTER CRITERIA**

[ON NON-JUDICIAL STAMP PAPER OF RS.100/-]

(Each member in case of Consortium)

Sub: - Tender for providing Computer Based Training Management System (CBTMS) work/service.

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.

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 \_\_\_\_\_

Seal of the Authorized Signatory \_\_\_\_\_

**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 covenant and 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 on first 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. up to [●] *[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.
3. The Contractor has assured CMRL of due performance of all its obligations under 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 and binding 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 liability under 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 effect of 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 the validity of this Guarantee, i.e. [●] [*insert date on which validity of this Guarantee expires* ], unless expressly agreed to by 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, re-organisation, 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 this Guarantee 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 and the 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: (i) 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 party may change their address for such notice or other communications by prior written notice 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 up to \_\_\_\_\_; 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_ at \_\_\_\_\_  
For \_\_\_\_\_ For \_\_\_\_\_

Authorized      Signatory

Authorized Signatory

Name	[_____]	Name	[_____]
Designation	[_____]	Designation	[_____]
Place	[_____]	Place	[_____]
Date	[_____]	Date	[_____]

ANNEXURE – 11

**INDEMNITY BOND**

(On Non-Judicial Stamp Paper of Rs.100/- duly notarized)

Tender No: CMRL-OPN 02-CBTMS-2025

This indemnity is made and executed at\_ on this day of \_\_\_\_\_ 202\_ by  
M/s. [Thiru /Tmt /Selvi] represented by its Managing Director, , son, of  
having administrative office at herein after called INDEMNIFIER–

CONTRACTOR

AND

INFAVOUR OF (name and address) herein after 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** CMRL from and against all claims  
and proceedings, actions, suits, 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, labourers, agents in the execution of the works. This indemnification obligation  
includes 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 sub-Contractor 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. Further, all sums payable by way of compensation  
under these conditions shall not limit or prejudice, in any manner, such other rights and remedies  
that CMRL may have in contract, law or at equity against the Contractor. The decision of CMRL  
as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Contractor has put its / his / her / their signatures in the presence of  
the witnesses.

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

1. WITNESS: NAME & ADDRESS

2. WITNESS: NAME & ADDRESS

**CERTIFICATE AGAINST MALPRACTICES**

**TO WHOMSOEVER IT MAY CONERN**

Ref: Tender Document No: **CMRL-OPN 02-CBTMS -2025**

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

Authorized Signatory

(Name)

Seal

Date:

Place:

**TO WHOMSOEVER IT MAY CONERN**

Ref: Tender Document No: **CMRL-OPN 02-CBTMS-2025**

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 shall be binding on us.

Authorized Signatory

Name

Seal

Date:

Place:



**MASTER CONTRACT AGREEMENT**

DRAFT MASTER CONTRACT AGREEMENT WILL BE SHARED ON LATER TO THE  
SUCESSFUL BIDDER

**INTEGRITY PACK AGREEMENT**

Chennai Metro Rail Limited (CMRL) herein after referred to as The Principal And  
 ..... hereinafter referred to as The Bidder/Contractor

**Preamble**

The Principal intends to award, underlaid down organizational procedures, contract/s for  
 ..... The principal values full compliance with all relevant  
 laws of the land, rules, regulations, economic use of resources  
 (equipment/manpower/Data/Network) and of fairness/transparency in its relations with its  
 Bidder(s) and /or Contractor(s).

**Section 1-Commitments of the Principal.**

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The principal will during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the processor the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2– Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the Tender process or the execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any Advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from Tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings.

### Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to term in at the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anticorruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process for action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings.

#### Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.
2. The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact or violate its provisions.

#### Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/ Sub- Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8: Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. Here ports to the Managing Director CMRL.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective.

Seal & signature of Bidder with date

**REFUND OF EMD THROUGH NEFT**

	Name of the Firm/Bidder		
	Complete Address		
	Name of the Bank		
	Branch		
	Address of the Bank Branch		
	Account Type		
	Account Number		
	IFS Code of the Bank Branch		
	MICR Code of the Bank Branch		
0	Whether a cancelled Cheque of the Bidder/Firm submitted	Yes or No	(please tick)

(A cancelled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the authorized  
person of the firm/ Bidder with  
seal & Date

**FORMAT OF NO CLAIM CERTIFICATE BY CONTRACTOR**

Name of the Plant : \_\_\_\_\_  
 Contract No. and Date: \_\_\_\_\_

Know all men by these presents that \_\_\_\_\_ [insert name of Contractor and address] , (“Contractor”) for and in consideration of the receipt of sum of Rs. \_/- [insert amount in words] (amount should be gross amount of final invoice) from CMRL ( \_\_\_\_\_ ), having its registered office at \_\_\_\_\_ representing full and final payment against all our dues from CHENNAI METRO RAIL LIMITED (“CMRL”), hereby releases and forever discharges CMRL, of all claims, demands or dues whatsoever in any manner arising out of or related to all works/ service rendered by the Contractor to CMRL till date.

In consideration of CMRL of agreeing to make the aforesaid final payment, the Contractor hereby represents, warrants and confirms that:

- (i) We have no claim/demand dues of any nature outstanding against CMRL excepting the final due amount of the R A Bills and final bill of Rs. \_\_\_\_\_/- [in words].
- (ii) All sums due or becoming due all debts, accounts damages, obligations, claims and demands of every nature and kind whatsoever in any manner arising out of or related to labour work performed or materials and equipment furnished in connection with or incidental to the works have been paid and satisfied in full by CMRL.
- (iii) We shall indemnify and hold harmless CMRL and their respective successors and assignees from any claim demand, lien, judgment attachments, costs and expenses related thereto in any manner arising out of or related to the work rendered till date to CMRL.
- (iv) We agree to the measurement incorporated and certified in all our bills including the final bill for the work done and accept the full and final settlement of all dues in respect of work carried out at the disposal of CMRL.

The Contractor confirms that this ‘No Claim’ certificate shall be binding on all its group companies, successors and assigns.

In witness whereof the Contractor has caused this instrument to be executed by them on this date:  
 Signature of authorized representative of Contractor:

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

**ANNEXURE 18**

**FORMAT OF CERTIFICATE FOR RELEASE OF FINAL PAYMENT**

With reference to Contract No. \_\_\_\_\_ (“Contract”) as amended between \_\_\_\_\_ [insert name of the Contractor] (“Contractor”) and CHENNAI METRO RAIL LIMITED (“CMRL”) for \_\_\_\_\_ (scope of work in brief with location), the undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labour, services, materials and equipment supplied to the foregoing premises and / or used on connection with its work under said Contract.

The undersigned further certifies that to its best knowledge and belief, each of its suppliers, consultants, agents and personnel engaged for performance of services has received full payment of all costs, charges and expenses incurred by them or on their behalf for performance of the work, labour, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the undersigned’s services under said Contract.

In consideration of Rs. \_\_\_\_\_ /- [insert gross amount of final invoice] as final payment under the Contract, the undersigned hereby unconditionally releases and forever discharges all premises and property of CMRL from all claims, liens and obligations of any nature whatsoever arising out of or in connection with the performance of the Contract and all amendments thereto except as set forth below.

NONE

(Note: If none, write ‘None’ in space above. Any claims excepted must be described and the specific amount claimed must be set forth).

As additional consideration for the final payment, the Contractor agrees to the fullest extent permitted by law to indemnify and hold harmless CMRL from and against all costs, losses, damages, claims, causes of action, judgments and expenses including attorney’s fees arising out of or in-connection with claims against CMRL, which claims arise out of the performance of the services under the Contract and which may be asserted by the Contractor or any of its suppliers, representatives, officers, agents or employees, except for those claims listed above and except for claims arising out of the sole negligence or wilful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the undersigned of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the services including, without limitation, warranties and indemnities.

Executed this ..... Day of ....., 20 .

Signature of authorized representative of Contractor

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

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

## **Bid Security Declaration for MSE firms**

Date: [insert date (as day, month and year)]

Bid No.:

To:

General Manager (O&M),  
METROS, Nandanam,  
Anna Salai, Chennai-600 035

We understand that, according to your conditions, Bids submitted by the Micro Small Enterprise (MSE) firms having valid UDYAM registration under MSE Act 2005 must be supported by a Bid-Securing Declaration. We hereby declare that our firms comes under Micro/ Small Enterprise firm { select the appropriate option} and registered under \_\_\_\_\_ (Works/Supply and fabrication/services ) category with UDYAM registration Number \_\_\_\_\_ {Insert the number}. 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 Borrower for the 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 Instructions to Bidders (hereinafter “the ITB”); or (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, 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 the earlier 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. Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration] Name: [insert complete name of person signing the Bid-Securing Declaration] Duly authorized to sign the bid for and on behalf of [insert complete name of the Bidder] Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing] Corporate Seal [where appropriate]



**UNDERTAKING AGAINST MALPRACTICE**  
**TO WHOMSOEVER IT MAY CONERN**

Ref: Tender No. **CMRL-OPN 02-CBTMS-2025**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

Authorized Signatory

(Name)

Seal

Date:

Place:

**UNDERTAKING ON NO CHILD LABOR AND BONDED LABOR**

I/We, ..... (Name of the bidder), is/are hereby certify and declare that, if awarded with the Tender No.....,I/we shall not engage child labour and bonded labour in the supply chains of the project. Name of the bidder: Address of the bidder: Date and Sign

Name of the bidder:  
Address of the bidder:  
Date and Sign & Seal

**Undertaking For Downloaded Bidding Documents and Confirming Careful Examination of All The Contents of Bidding Documents**

We hereby confirm that, we have downloaded the complete set of Bid Documents including addenda/Corrigendum hosted on the eProcurement website <http://eprocure.gov.in/eprocure/app> and carefully examined all the contents of the Bidding Documents including Addenda (if any) and our technical proposal & quoted rates are based on the Bid Document conditions. It is further certified that there are no additional comments, remarks, deviations, terms & conditions in our bid submission.

Name of the bidder:  
Address of the bidder:  
Date and Sign & Seal

**Requirements of a Bidder from a Country which shares Land Border with India**

a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annex-I. Further any bidder (including bidder from India) having specific Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.

b) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

c) "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- 
- 1. An entity incorporated, established or registered in such a country; or
- 2. A subsidiary of an entity incorporated, established or registered in such a country; or
- 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 4. An entity whose beneficial owner is situated in such a country; or
- 5. An Indian (or other) agent of such an entity; or
- 6. A natural person who is a citizen of such a country; or
- 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

d) The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest

in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

e) An Agent is a person employed to do any act for another. or to represent another in dealings with third person.

f) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

g) A Bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regard as ‘sub-contracting’ However, in case a Bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

#### **Annex I: Competent Authority and Procedure for Registration**

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.

B. The Registration Committee shall have the following members\*:

i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman.

ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration.

iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee. iv. With effect from 01/04/2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such a cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid on any further tenders during the period of suspension.

I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

**ANNEXURE 23**  
**(Form-1)**

**UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A**  
**BIDDER**  
**OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we as a Single bidder / JV member, including the beneficial owner of our company is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached] ”

STAMP & SIGN OF AUTHORIZED SIGNATORY

**ANNEXURE 23**  
**(Form-2)**

**UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A  
BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA AND ON  
SUB-CONTRACTING**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that we as a Single bidder / JV member, including the beneficial owner of our company is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

STAMP & SIGN OF AUTHORIZED SIGNATORY

**CLAUSE ON MAKE IN INDIA**

**A. Purchase Preference to Class-I local supplier/Preference to Make in India: Only 'Class-I local supplier' and 'Class-II local supplier', as defined below, are eligible to participate for the subject tender.**

**Definitions**

23.1.1.1.1 Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

23.1.1.1.2 Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry Page 8 of 19 and Internal Trade (DPIIT). Minimum local content for class-I local supplier shall be 60% for the subject tender.

23.1.1.1.3 Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 60%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

23.1.1.1.4 Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.

23.1.1.1.5 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation. In case of Joint Venture/Consortium, the local content of the lead member shall be considered for whole JV/consortium.

23.1.1.1.6 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

**B. Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER**

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.



- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

**C. Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER**

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**D. Minimum Local content and verification of local content**

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached in bidding form duly filled to be uploaded along with the technical bid. In case, bidder do not upload the bidding form pertaining to local content along with their technical bid, supplier/bidder shall be considered as 'non-local supplier'

**Undertaking for Minimum Local Content**

(Undertaking as per Section V of DPIIT Order)

We hereby jointly and severally certify in accordance with clause ‘9.a’ of Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018 that the item(s) offered meets the minimum local content of 60 %. The details including name of vendor, location and percentage of local content will be provided within 15 days of issue of LoA.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under this tender for which the tenderer or its successor can be debarred for a period up to three years along with such other actions as may be permissible under the law. In case of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause ‘9.b’ of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

**PACKET-B**

**Annexure – 25**

**FINANCIAL BID (Packet-B)**

**Covering Letter**

*(To be signed by the Bidder or the Lead Member of the bidding JV/Consortium, on their Letter Head)*

**Dated:**

To  
Chennai Metro Rail Limited (CMRL)  
(A JV of Govt. of India and Govt. of Tamil Nadu)  
METROS  
No.327, Anna Salai,  
Nandanam, Chennai – 600 035.

Sir,

**SUB : CMRL-OPN 02-CBTMS-2025.** Tender for Part A: Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.& Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract.

We, the undersigned, offer to **CMRL-OPN 02-CBTMS-2025** as above in accordance with your document and our Techno – Commercial Proposal.

I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us.

I/We have duly signed on each page of the Bid Document.

I/We further certify that we are ready to provide **CMRL-OPN 02-CBTMS 2025** – “Tender for Part A: Computer Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including supply, installation and commissioning of necessary hardware deliverables and software integration as well as provision of training, spares and consumables.& Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract.” within the time frame given by CMRL as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.

I/We understand that CMRL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

**And our quotes are as under:**

**PACKET-B**  
**FINANCIAL BID**  
**BoQ Format (sample)**

Validate

Print

Help

Tender Inviting Authority: CHENNAI METRO RAIL LIMITED

Name of Work: Computer-Based Training Management System (CBTMS)

PART A :Design, Development, Testing, and Implementation of a Computer-Based Training Management System (CBTMS) along with Interactive video for CMRL Operations, including the supply, installation, and commissioning of necessary hardware deliverables and software integration, as well as the provision of training, spares, and consumables and

Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract for the period of 5 years.

Contract No: CMRL – OPN 02 – CBTMS - 2025

Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE</b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Part A Total amount Exclusive of GST	Part B Total amount Exclusive of GST	GST in %	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	7	8	22	11	12	13
1	Summary						
1.01	Part A & Part B	0.00	0.00	18.00%	0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: CHENNAI METRO RAIL LIMITED

Name of Work: PART A :Design, Development, Testing, and Implementation of a Computer-Based Training Management System (CBTMS) along with interactive video for CMRL Operations, including the supply, installation, and commissioning of necessary hardware deliverables and software integration, as well as the provision of training, spares, and consumables.

Contract No: CMRL – OPN 02 – CBTMS – 2025

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SL No.	Item Description	Quantity	Units	Rate per unit/ hr (Incl all charges except GST)	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.00	Part : A					
2.00	Design,Development,testing and Implementation of CBTMS	1.00	Nos		0.00	INR Zero Only
3.00	CBT, interactive video creation	30.00	Hrs		0.00	INR Zero Only
4.00	Supply, Installation, commissioning of hardware(as per Clause 6 of scope of work)software Integration with Hardwares and provision of training :					
5.00	Desktop computers	30.00	Nos		0.00	INR Zero Only
6.00	Laptops	5.00	Nos		0.00	INR Zero Only
7.00	Digital smart Board-75inch	1.00	Nos		0.00	INR Zero Only
8.00	Multifunctional printer	1.00	Nos		0.00	INR Zero Only
9.00	Wired Headphone	50.00	Nos		0.00	INR Zero Only
Total In Figures					0.00	INR Zero Only
Quoted Rate In Words		INR Zero Only				

# BoQ- 3

Validate Print Help Use BoQ

Tender Inviting Authority: CHENNAI METRO RAIL LIMITED

Name of Work: Part B: Comprehensive Annual Maintenance Contract for both Software and hardware deliverables of the contract for the period of 5 years.

Contract No: CMRL – OPN 02 – CBTMS - 2025

Name of the Bidder/ Bidding Firm / Company :													
<b>PRICE SCHEDULE</b>													
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )													
Note: Amount entered in column 7 shall be overall cost for 5yrs excluding GST													
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl No.	Item Description	Quantity	Units	5yr CAMC Amount (incl all charges except GST)	1st year Amount (w/o GST) (10%)	2nd year Amount (w/o GST) (15%)	3rd year Amount (w/o GST) (20%)	4th year amount (w/o GST) (25%)	5th year amount (w/o GST) (30%)	GST in %	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT in Words
1	2	4	5	7	8	9	17	20	21	22	11	12	13
1	Part : B												
1.01	Comprehensive annual maintenance for 5 years both software and hardware deliverables	1.00	No		0.00	0.00	0.00	0.00	0.00	18.00%	0.00	0.00	INR Zero Only
Total in Figures											0.00	0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only									