CHENNAI METRO RAIL LIMITED

Request for Proposal for Licensing of Spaces for Telecom Tower/Masts For Provision & Enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Seven Elevated and Nineteen Underground Metro Stations along Corridor1&2 of Phase-I of CMRL

(BD–BTS-02-2016)

AUGUST- 2016

Chennai Metro Rail Ltd.

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

Admin Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
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Request for Proposal for Licensing of Spaces for Telecom Tower/Masts For Provision & Enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Seven Elevated and Nineteen Underground Metro Stations along Corridor 1&2 of Phase-I of CMRL

Name and address of the Bidder to whom issued:

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Date of issue

Issued by

Cost of RFP document: Hard Copy: Rs 20,000/- (Rupees Twenty thousand only) inclusive of TNVAT. Soft Copy: Rs 16,000/- (Rupees Sixteen thousand only) inclusive of TNVAT which is nonrefundable
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1. Definitions

1.1. “Agreement” means the License Agreement to be executed between CMRL and the Selected Bidder.

1.2. “Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

1.3. “Bidder” means any eligible party, which is submitting its bid pursuant to RFP Documents.

1.4. “EMD/ Bid Security” means the refundable amount to be submitted by the Bidder along with RFP documents to CMRL.

1.5. “Commencement Date” means the date of commencement of License Fees as defined in RFP document.

1.6. “License” means the grant of License by CMRL to the licensee to utilize the premises solely for the purpose of Providing Mobile (Cellular) Network (2G/3G/4G) by Placement and Operation of Telecommunication Equipment including erection of Telecom Mast/Tower along with provision for IBS Solution, under terms and conditions of this Agreement.

1.7. “Licensee” means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.

1.8. “License Fee” means the amount payable by the Licensee to CMRL for licensed spaces or premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.

1.9. “License Period” means a period of six (6) years starting from the date of commencement date as specified in RFP document.

1.10. “CMRL” means Chennai Metro Rail Limited.

1.11. “Interest Free Security Deposit / Performance Security” means interest free amount to be deposited by the Licensee with CMRL as per terms and conditions of License Agreement as security against performance of License Agreement.

1.12. “Premises” means the bare space, on “as is where is basis”, solely for the purpose of installation of telecom tower for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions.

1.13. “Selected Bidder” means the bidder who has been selected by CMRL, pursuant to the bidding process for award of License.
2. Notice Inviting Tender

2.1 Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) for the construction of Metro Rail in the Chennai city with loan assistance from Japan International Co-operation Agency (JICA). The total length is 45 km (Phase 1 of the Chennai Metro Rail Project). Chennai Metro Phase 1 comprises of two corridors — Corridor 1 from Washermenpet to Airport covering a distance of 23.05 kilometers and the Corridor 2 from Central to St.Thomas Mount covering 22.50 kilometers. There will be 32 stations of which 19 will be underground and 13 will be elevated.

2.2 In order to enhance standards and achieving new milestones in telecommunications, Chennai Metro Rail Limited is inviting the “Licensee for space for telecom tower for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations Along Corridor1&2 of Phase-I of CMRL” so that the better mobile signals can be ensured in whole CMRL Metro system and surroundings. CMRL will provide bare spaces on license basis for placement and operation of telecommunication equipment for mobile signal enhancement, Network cable / Boosters at station premises on sharing basis with their associate companies at the various sites in Metro Corridor stations as per the latest guidelines of Directorate of Telecommunications, TRAI, and TERM etc.

The sites/spaces shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the successful tenderer. The successful tenderer, after allotment, will at his own expense and cost develop area / structure as per the norms, terms and conditions defined by Directorate of Telecommunications i.e. DoT with due approval from CMRL. The tenure of the licensing of space will be six years.

2.3 CMRL has adopted a single-stage two packet Bidding Process for selection of a suitable highest bidder to grant “Licensing of space for telecom tower for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground metro stations Along Corridor1&2 of Phase-I of CMRL”.

2.4 Tender Document (non-transferable) can be obtained from the General Manager – Planning & Business Development, Chennai Metro Rail Limited., Admin Building, CMRL Depot, Poonamalle High Road, Koyambedu, Chennai – 600 107. Those who desire to have an hard copy of the of Bid document have to submit Rs 20,000/- inclusive of TNVAT by Demand Draft drawn in favour of “Chennai Metro Rail Limited.” payable at Chennai and collect the documents from the Office of the GM(P & BD), CMRL. Bid Application Form may also be downloaded from CMRL’s website “www.chennaimetrorail.org” and may be submitted along with Tender Document cost of Rs.16,000/- inclusive of TNVAT vide Demand Draft in favour of “Chennai Metro Rail Limited.” payable at Chennai. Downloaded Bid Application Form submitted without Tender Document cost as mentioned above will be out rightly rejected. Late / delayed tender received after the stipulated date and time of submission of tender shall be rejected out-rightly. Pre Bid queries and any clarification with respect to tender can be forwarded to gmpd.cmrl@tn.gov.in
2.5 Schedule of Tendering Process

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<th>S.No</th>
<th>Stage of Activity</th>
<th>Time Period</th>
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<tr>
<td>1</td>
<td>Payment of Advance 1st Quarterly Advance License Fees and Interest Free Security Deposit to CMRL by the Selected Bidder</td>
<td>Within 30 days of issue of Letter of Acceptance (LOA)</td>
</tr>
<tr>
<td>2</td>
<td>Stations to be handed over to Selected Bidder</td>
<td>Within 7 days from date of issue of Notice to hand over/take over.</td>
</tr>
<tr>
<td>3</td>
<td>From the date of Commencement of License Fees</td>
<td>60 days from Date of notice to Handing over/take over.</td>
</tr>
<tr>
<td>4</td>
<td>Signing of License Agreement</td>
<td>Within 30 days after payment of dues as per LOA.</td>
</tr>
<tr>
<td>5</td>
<td>Licensed Period</td>
<td>6 years from the date of Commencement of License Fees</td>
</tr>
</tbody>
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2.6 **Schedule of Various Stages:** The Selected Bidder shall follow the following time lines:

2.7 Tender Documents may be submitted on the prescribed date, by the notified time, and submitted at “The Office of General Manager (P& BD), Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu.”

2.8 The Bidders are advised to see the CMRL website “www.chennaimetrorail.org/tenders” for updates.
3. Disclaimer

3.1 This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the Accuracy, reliability and completeness of the information in this Bid Application Form before participating in the tender process. Chennai Metro Rail Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of CMRL.

3.2 Applicants are required to read carefully the contents of this document & to provide the required information. Each page of the Tender Document, Addendum (if any) and other submissions may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.

3.3 Applicants may be single firms or may be members of a consortium. Applicants may read carefully the directions concerning the requirements for consortium.

3.4 It shall however be noted, that CMRL will not discuss any aspect of the selection process. However, CMRL may display name of successful Tenderer on CMRL’s website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of CMRL.

3.5 For any query from Applicants, CMRL reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that CMRL have not responded to any query or not provided any clarification.

3.6 Applicants may clearly note the date and time of submittal of Tender. No late or delayed Tender will be accepted. Applicants are reminded that no supplementary material will be entertained by CMRL, and the evaluation will be carried out only on the basis of submittals, as per the prescribed format, received by the closing Date/Time. However CMRL may ask for any supplementary information, if deemed so.

3.7 Applicants will not be considered if they make any false or misleading representations instatements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, CMRL may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of CMRL. In such a case Tenderer shall forfeit the EMD (if any) and Security Deposit (if any) held with CMRL.

3.8 Applicants may remain in touch with CMRL’s Website “www.chennaimetrorail.org” for any latest information, addendum / clarification etc.
3.9 This tender document is valid only for “Licensing of space for telecom tower for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground metro stations along Corridor 1&2 of Phase-I of CMRL”
4. Objective and Scope

4.1. Objectives

a). Licensing space in CMRL network for use by Licensee for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations.

b). To augment non-operational revenue of CMRL through Licensing of space.

c). To provide mobile coverage at and surroundings of CMRL metro stations.

4.2. Scope of License for Bidders

a). The Selected Bidder(s) shall be assigned with license of space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS solutions at Seven Elevated and Nineteen Underground Metro Stations subject to the terms and conditions specified in the License Agreement at the location(s) identified as detailed at Annexure-1 in pursuant to bidding process.

b). The sites shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE.

c). Maximum Six Telecom Operators shall be allowed to operate at a particular licensed space. The Licensed Space shall be utilized only by the licensee or its associates as per Terms and Conditions of Draft License Agreement (Annexure-9).

d). The agency responsible for erection of towers must have experience of installation of at least sixteen (16) towers during last seven years.

e). The Licensee shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / Department of Telecommunications (DOT) from time to time. Licensee shall be responsible for the following activities:-

f). The Licensee shall operate the licensed space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations. For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. CMRL Telecom department shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to CMRL, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from CMRL.

g). Designing of all units / structures to complement station architecture for installation of telecommunication equipment.

h). Procurement, fabrication, installation & erection of equipment. The equipment
inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from CMRL.

i). Appoint an architect to interact with nodal CMRL representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.

j). Operate, manage and maintain the entire premises.

k). Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DOT etc. at its own cost in connection with license agreement.

l). Comply with all statutory requirements in connection with License Agreement.

m). Ensure regular and timely payments of all amounts due to CMRL and discharge all obligations as per License Agreement.

n). Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by CMRL) as and when due.

o). Licensee shall also adhere to procedure of CMRL regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System (one fire extinguisher of 2 Kg to be provided), Fire NOC to be obtained.
5. Eligibility Criteria

All the conditions given below should be fulfilled by the bidder. In case the applicant doesn’t fulfil any of these conditions, the offer of such applicants shall be considered technically invalid and shall not be considered at all.

5.1. The Bidder must have Access Service License/IP Registration Certificate issued from Department of Telecom. The Bidder shall enclose copy of Access Service License / IP Registration Certificate issued from Department of Telecom along with its Bid.

5.2 The bidder shall be evaluated first for fulfilling eligibility criteria. In case of a JV, the eligibility of all the members of JV would be considered, in proportion of their share / participation in the JV. In case of JV, partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV. To be eligible for bidding process, the Bidder shall fulfil each of the following conditions simultaneously:

5.3. Access Service License/IP Registration Certificate
The Bidder must have Access Service License/ IP Registration Certificate issued from Department of Telecom.

5.4 Turnover
Annual financial turnover during the last 3 years, ending 31st March 2016 of the previous financial year, should be at least Rs. 13,00,00,000/- (Rupees Thirteen Crores only). For the purpose, audited Balance Sheets of last 3 years shall be attached, otherwise evaluation will not be carried out by CMRL and tender is liable to be rejected. The Balance Sheets should be certified by a Chartered Accountant.

5.5 Experience
Experience of having completed any similar works for Installation of 16 (Sixteen) BTS/Cellular Towers within India in last Seven (7) years ending before the date of notice of invitation of this tender, Similar work is defined as execution of the work of installation of GSM/CDMA or any other monopole towers. It is also includes long term mobile cellular tower installation rights given to the agency. If the long term mobile cellular tower installation rights are currently under progress as on date of publication of notice inviting tender in the newspaper, then each annual contract agreement completed successfully for such long term mobile cellular tower installation rights shall constitute a separate work having completed successfully for the purpose of evaluating the above criteria. Applicants should provide the Work Completion Certificate for completed works.

5.6 Bidders are expected to carry out extensive survey of CMRL authorized network and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance for the prospective Bidders in this regard.

a. Bids received after Last Date & Time of Submission of Bid shall not be accepted under any circumstances.
5.7 In case of a Bid by a JV/Consortium of firms, members shall ensure:

i). The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.

ii). Any change in percentage stake of JV/Consortium members without prior written approval of CMRL shall be treated as Material Breach of Contract and Licensee’s Event of Default entitling CMRL to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 day notice.

iii). It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.

iv). Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.

v). Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

vi). All members of such entity shall be jointly and severely liable for the performance of License agreement.

5.8 The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
6. General Terms for grant of License

6.1. The details of identified locations for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations are provided in Annexure-1. The Bidders have to quote for all location listed out in Annexure-1. The area specified against each location is tentative for the subject Bid. License fee shall be charged based on the area handed over to the licensee subsequent to issuance of LOA.

6.2. Additional area/ locations may be provided to the licensee based on availability and feasibility at the sole discretion of CMRL. Additional area provided will be charged on pro-rata basis. In case of handing over of additional area at same location, no fitment period shall be provided. Interest free security deposit/ performance security shall also be updated for the additional area prior to handing over. The tenure of such addition area/ location shall be coterminous with the License Agreement.

6.3. The locations shall be handed over to Selected Bidder for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations within 30 days from the date of receipt of full payment as stipulated in Letter of Acceptance (LOA).

6.4. The Licensee will at their own risk and cost prepare the cable trays and clamps etc., where such provision is not available. No claim/ compensation in the account will be entertained by the Licensor.

6.5. Entry to tunnels will be restricted to availability of power block in the sections after getting prior permission from concerned Station Manager/ Controller.

6.6. Tenure of License Agreement: The License shall be for a period of Six (6) years from the date of commencement of license fee of first lot of stations subsequent to issue of Letter of Acceptance (LOA). Tenure of the License Period of the locations handed over subsequently shall be co-terminous with above period irrespective of date of actual handing over.

6.7. Commencement of License Fee- License Fee shall commence after 60 days fitment period from date of handing over of first lot of stations subsequent to issue of Letter of Acceptance (LOA). Fitment period of 60 days shall also be applicable in case of shifting of existing location during the license period for placement and operation of telecommunication equipment including erection of Telecom Mast/Towers. The Licensee shall complete its fitment in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period.

6.8. The License Agreement shall be executed within 30 days after payment of dues as per LOA.

6.9. The Licensee shall pay to CMRL, quarterly in advance along with applicable taxes, all payments requested as per details and rates indicated in the table below-
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<th>S.No</th>
<th>Item</th>
<th>Rates</th>
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<tbody>
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<td>1.</td>
<td>License Fee of Space</td>
<td>Accepted rates of Selected Bidder subsequent to Bidding Process.</td>
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<tr>
<td>2.</td>
<td>Right of way charges for Leaky Cables running through tunnel and tunnel entry charges</td>
<td>Accepted rates of Selected Bidder subsequent to Bidding Process.</td>
</tr>
<tr>
<td>3.</td>
<td>Cable Tray Charges (Tunnel)</td>
<td>Rs 12,000/- per Month per Section</td>
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<td>4.</td>
<td>Maintenance Charges</td>
<td>Rs 3,500/- per Month per Station</td>
</tr>
<tr>
<td>5.</td>
<td>Cable Tray Charges</td>
<td>Rs 1,500/- per Month Per Station</td>
</tr>
<tr>
<td>6.</td>
<td>Usage Charges of Power</td>
<td>As per TANGEDCO rates</td>
</tr>
</tbody>
</table>

**One-Time Fixed Charges**

| 7.   | Clamps provided by CMRL for LCX Cable in Tunnel                      | Rs.6,00,000 per Section                                   |
| 8.   | Provision of AC for equipment rooms by CMRL at UG Stations          | Rs. 8,00,000 per station                                 |

6.8. The License Fee of Space, Cable Tray Charges and Maintenance Charges shall be increased by 7.5% per annum on a compounding basis after completion of each year of license period.

6.9. License Fees and other dues shall be payable quarterly in advance along with applicable taxes and other statutory levy to CMRL, by the last working day of running quarter. The re-conciliation of license fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of license fee payable to CMRL shall be carried out along with Interest free Security Deposited / Performance Security with payment of License Fees of next quarter. However, the first quarterly fixed license fee shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA).

6.10. Air-Conditioning Charges: The space licensed though this RFP are bare open spaces and no Air-Conditioning facility has been available on these spaces. If required, the licensee shall arrange and maintain the Air-Conditioning at its own cost as per its requirement with prior approval of CMRL. For Air-Conditioning of licensed space, Licensee shall adhere to CMRL specifications. Whenever and wherever, if Air-Conditioning provided by CMRL, the AC Maintenance and other applicable charges pertaining to AC provisioning shall be levied separately in the monthly dues as applicable from time to time.

6.11. Interest Free Security Deposit/ Performance Security- The selected Bidder shall submit Interest Free Security Deposit / Performance Security to CMRL, within 30 days from the date of issue of LOA, equivalent to Annual License Fee applicable for first year of License Agreement. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated area under possession of licensee. The Interest Free Security Deposit/ Performance Security shall be acceptable in the form of Demand Draft in favour of “Chennai Metro Rail Limited”, payable at Chennai from a Scheduled Commercial Bank based in India which are approved by RBI.
6.12. ‘As is where is basis’: - The LICENSEE shall be licensed with the said premises, equipment, installations, fittings and fixtures on ‘as is where is basis’ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of CMRL in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in CMRL. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.

6.13. Service Tax and surcharge thereon any other statutory levy, as applicable from time to time, shall be paid by the Licensee. The property tax applicable, if any, on the property of CMRL shall be borne by CMRL. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities in connection with this License.

6.14. Payment of stamp duty on agreement, if any, to be executed in pursuance of this license Bid shall be borne by Licensee.
7. **Submission of Bids by Bidders**

7.1 No Bidder shall submit more than one Bid for this BID document. Notwithstanding anything to the contrary contained in this BID, the detailed terms specified in the draft License Agreement shall have overriding effect provided; however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

7.2 The bids shall be submitted by the bidder in two parts comprising of **Technical Bid and Financial Bid**. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document.

7.3 The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the BID document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected.

7.4 The sealed Financial Bids shall be kept in safe custody of CMRL and shall be opened on a subsequent date after evaluation of eligibility of Bidders. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bids shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bids.

7.5 The Bidders shall submit a Power of Attorney as per the format at Annexure- 4, authorising the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.

7.6 The documents including this bid document and all attached documents, provided by CMRL shall remain or become the properties of CMRL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and CMRL shall not return to the Bidders any Bid, document or any information provided along therewith.

7.7 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

7.8 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. CMRL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
7.9 Site visit and verification of information: Bidders are encouraged to submit their respective Bids after visiting CMRL stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

7.10 It shall be deemed that by submitting a Bid, the Bidder has:
   a) made a complete and careful examination of the bidding documents;
   b) received all relevant information from CMRL;
   c) accepted if any the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of CMRL relating to any of the matters referred to in Bid document;
   d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the License agreement in accordance with the bidding documents and performance of all of its obligations thereunder;
   e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from CMRL, or a ground for termination of the License Agreement by the Licensee;
   f) acknowledged that it does not have a Conflict of Interest; and
   g) agreed to be bound by the undertakings provided by it under and in terms hereof.

7.11 CMRL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to BID or the Bidding Process, including any error or mistake therein or in any information or data given by CMRL.

7.12 Verification and Disqualification: CMRL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the BID or the Bidding Documents and the Bidder shall, when so required by CMRL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by CMRL shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of CMRL thereunder.

7.13 Amendment of Bid Document
   a) At any time prior to the Bid Due Date, CMRL may, for any reason, modify the Bid document by the issuance of Addenda / Corrigenda.
   b) Any Addendum / Corrigendum issued hereunder shall be in writing and shall be sent to all the Bidders.
   c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, CMRL may, in its sole discretion, extend the Bid Due Date.

7.14 Preparation and Submission of Bids
a) Format and Signing of Bid: The Bidder shall provide all the information sought under this BID as per the format.

b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

c) The Bidders who have downloaded the BID Document from the CMRL’s website, should carefully note the following instructions:
   i. The Bidders should ensure that the complete Bid Document has been downloaded.
   ii. The printout of Bid Documents should be taken on an ‘A4’ size good quality paper. The printout should be same as available on CMRL’s website. The print should be legible and indelible.
   iii. The downloaded Bid Documents should have tamperproof binding.
   iv. In case of any correction/addition/alteration/omission in the BID Document observed at any stage, the bid shall be treated as non-responsive and is liable to be rejected.

7.15 The Bid shall contain following envelopes:
   a) Envelope -1, marked as “Envelope-1 for EMD Amount and BID document cost”, containing EMD Amount and BID document cost if the BID document has been downloaded from CMRL’s website or copy of CMRL receipt of BID document cost if the bid document is bought from CMRL office.

   b) Envelope-2 containing Technical Bid and marked as “Envelope-2 for Technical Bid”. The technical bid shall contain Bidder’s Application as per format given in Annexure-2 along with the necessary documents required as per Annexure 3-5 and as specified in clauses above. Bidder shall also enclose Audited financial statements including Certificate from Statutory Auditor, Balance Sheet, Profit Loss Account, etc for the last three completed financial years.

   c) Envelope-3 containing Financial Offer as per Annexure-8 and marked as “Envelope-3 for Financial Bid”.

   d) Envelope -4: Copy of the Request for Proposal (BID ), Draft License Agreement, Addenda / Corrigenda , if any, duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

7.16 Sealing and Marking of Applications: Bidder shall submit the Application in the format specified in Annexures together with the documents specified above and seal it in an envelope and mark the envelope as “Tender for Licensing of space for installation of Base Transceiver Stations (BTS) cellular Tower network and IBS Solutions at Seven Elevated and Nineteen Underground metro stations along Corridor 1 & 2 of CMRL” and addressed to:

The General Manager (Planning & Business Development),
Admin Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
Chennai – 600107 Tamilnadu.
7.17 Bid documents submitted by fax, telex, telegram, mail, post or e-mail shall not be entertained and shall be summarily rejected. Only detailed complete BID document in a physical format and properly sealed envelopes, as mentioned above, received prior to Application Due Date shall be taken as valid. Bid documents received after the due date and time shall be summarily rejected. Applications received without due EMD amount shall be summarily rejected.

7.18 Bid Submission
Applications should be submitted before due date at the address provided in the manner and form as detailed in this BID document. Any bid application received after due date and time as prescribed in BID document shall be summarily rejected.

7.19 Late or Delayed Tenders
i. Tenders must be deposited in the tender box kept at the office of the General Manager - Planning & Business Development, CMRL at the address specified above, not later than the date and time specified in the Notice of Invitation to Tenders.

ii. The tender box shall be sealed after the stipulated time.

iii. The Tenders after the deadline for submission of tenders will not be accepted.

7.19 Notwithstanding anything contained in this Bid document, CMRL reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

7.20 Confidentiality
Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CMRL in relation to or matters arising out of, or concerning the Bidding Process. CMRL shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. CMRL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CMRL or as may be required by law or in connection with any legal process.
8. Evaluation of Bids

8.1 Tender Opening

8.1.1 The Tenderer should be present for the bidding at the venue ie Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamalle High Road, Koyambedu, Chennai – 600 107 Tamilnadu.

8.1.2 The Tenderer is advised that the CMRL procedure in respect of comparison of tenders is that the Technical Packages will be opened and reviewed to determine their acceptability and responsiveness to the CMRL’s Requirements.

8.1.3 Unacceptable and unresponsive tenders will be rejected.

8.1.4 The Tenderers are to note that Financial Package of those tender submissions for which the associated Technical Package has satisfied the review, will be opened and the tender sums posted. The date, time, and place of opening of financial bid will be advised to tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

8.1.5 Tender if not accompanied by a valid EMD, or is accompanied by an unacceptable or fraudulent EMD shall be considered as non-compliant and summarily rejected.

8.1.6 All decisions whether a tender is non-responsive, unacceptable or whether a EMD is fraudulent or unacceptable or non-compliant will be that of the CMRL.

8.1.7 The CMRL shall prepare a record of the bid opening that shall include, as a maximum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a Bid Security. The Bidders’ representatives, who are present, shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

8.1.8 Confidentiality of Tender Information: - The Tender Invitation Documents, as listed above, and any addenda thereto, together with any further communications are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing his Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the CMRL may reject the Tender.

8.1.9 Clarification of Tender: - To assist in the examination, evaluation of tender, the CMRL may, at his discretion, ask the tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors
discovered by the CMRL in the evaluation of the tenders.

8.2 Examination of Tenders and Determination of Responsiveness:

8.2.1 Prior to the detailed evaluation of tender, the CMRL will determine whether the tender:

- meets the eligibility criteria;
- has been properly signed;
- is accompanied by the required EMD; and
- is substantially responsive to the requirements of the Tender documents;
- provides any clarification and/or substantiation that the CMRL may require.
- If the tender is not substantially responsive, it will be rejected by the CMRL.

8.2.2 CMRL may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

8.2.3 If any tender is rejected, pursuant to paragraph above, the Financial Packages of such tenderer shall not be opened.

8.2.4 Single Currency for Evaluation of Tender: Tender will be evaluated in Indian Rupees only. Hence, tenderers are advised to fill values in Indian Currencies only in the price Bid document.

8.2.5 Reserve Price: CMRL has kept reserve price of Rs. 7,700 / Sqm per month for BTS & IBS at station and Rs.75,000/ per section/ per month for Leaky cable right of way charges. Tenderer should quote the price more than the reserved price.

8.3 Evaluation of Tender

8.3.1 Technical Evaluation: The CMRL will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those Tenders, which are technically compliant and substantially responsive, will be evaluated. The CMRL will also evaluate the technical suitability of the Alternatives.

8.3.2 Financial Evaluation: Substantially responsive technical bidders shall be declared. Thereafter, financial bids shall be opened on the notified date. Financial evaluation shall be done and LOA shall be awarded to successful bidder.

8.3.3 The tenderer should submit his financial package without any conditions,
qualifications, deviations etc to the tender documents. Any tender containing deviations, conditions, qualifications that are not priced for unconditional withdrawal is likely to be rejected.

8.3.4 The evaluation of Financial Bid: The quoted value shall be rate per sqm applicable to all stations as one lot. The technically qualified tenders with highest Bid Price in Financial Bid shall be allotted the space at respective station under Terms and Conditions of this Contract.

8.4. Acceptance of the Offer

8.4.1 CMRL shall issue Letter of Acceptance (LOA) to the successful Bidder.

8.4.2 The successful Applicants shall be required to send his unconditional acceptance of Letter of Acceptance (LOA) within fifteen (15) days from the date of issue of LOA. CMRL shall retain the right to withdraw the LOA in the event of the successful Applicant’s failure to accept the LOA within the limit specified in the above clause. In that event, CMRL shall forfeit the EMD of the successful Applicant.

8.5 Execution of License Agreement

8.5.1 The successful Applicant will be required to execute the License Agreement within 30 days from the date of payment of all dues as per LOA issued by CMRL. Prior to signing of the License Agreement, the successful Applicant shall: -

- Submit, to CMRL, refundable interest free security deposit of one year license fee of 1st year, which will be in the form of demand draft issued by a nationalized bank, or a Scheduled Bank in India approved by RBI in favour of the Chennai Metro Rail Ltd., payable at Chennai. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The EMD paid along with the bid document can be reduced from the security deposit. The interest free Security Deposit shall be refunded only after completion of the License Period taking into consideration of all dues to CMRL cleared. CMRL shall not be liable to pay any interest on the SD.

- Submit to CMRL, the requisite advance quarterly License Fees / Space Rents and other demands, as communicated by CMRL in the LOA.

8.5.2 The successful Applicant, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the License Agreement to CMRL before the signing of License Agreement.

8.5.3 In case of successful Applicant is a Joint Venture/Consortium, the License Agreement shall be signed by all the members of the JV/Consortium.

8.5.4 Successful bidder shall ensure that it does not in any way impinge on the
safety and security of metro operations, passenger safety, commuter’s convenience, safety of metro properties and its assets.

8.5.5 Failure to meet above conditions will result in a breach and CMRL shall be entitled to cancel the award without being liable in any manner whatsoever to the successful Applicant and to appropriate the Tender Security EMD/SD as Damages.

8.5.6 The cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the successful Applicant.

8.5.7 In case of failure on the part of the successful Applicant to sign the License Agreement within the stipulated time, CMRL shall retain the right to cancel the Award and forfeit the EMD, interest free Security Deposit and any other amount deposited till that time without being liable in any manner whatsoever to the successful Applicant.

8.6 Unsuccessful Applicants – Return of EMD

8.6.1 EMD amounts of unsuccessful bidder will be refunded after issuance of Letter of Acceptance to successful bidder. The EMD of unsuccessful bidder shall be returned without payment of any interest.

8.6.2 The tender is non-transferable.

8.7 Successful Applicant

8.7.1 If the successful bidder backs out after being declared H1 (Highest Bidder) for two occasions / tenders, he will be banned for participating in any future business with CMRL.

8.7.2 Successful Bidders, as a result of tendering process, may kindly note that if the License Agreement is terminated on three instances in different cases on account of non-payment of licensed dues to CMRL, the said licensee/agency shall be banned for participation in future tenders for next five years with effect from date of issue of letters regarding banning of business.
9. **Miscellaneous**

9.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process. Even in such cases where CMRL asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

9.2. During License period, all disputes between the successful bidder and CMRL shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Annexure-9) after signing the License Agreement.

9.3. CMRL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

   a). 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;

   b). consult with any Bidder in order to receive clarification or further information;

   c). retain any information and/or evidence submitted to CMRL by, on behalf of, and/or in relation to any Bidder; and/or

   d). independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

9.4. 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, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
10. **Interest Free EMD & Security Deposit**:

10.1 **Earnest Money Deposit (EMD)**

10.1.1 The Bidder shall furnish as part of its Bid, Earnest Money Deposit of **Rs. 22,00,000 (Rupees Twenty Two Lakhs only)**. The EMDs shall be in the form of a demand draft issued by a nationalized bank, or a Scheduled Bank in India approved by RBI in favour of the Chennai Metro Rail Ltd., payable at Chennai. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. CMRL shall not be liable to pay any interest on the EMD.

10.1.2 Bid not accompanied by the EMD shall be summarily rejected as non-responsive.

10.1.3 The EMD of unsuccessful Bidders will be returned by CMRL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the bidding process is cancelled by the CMRL.

10.1.4 The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the License Agreement and furnishing the Security Deposit in accordance with the provisions thereof. The CMRL may, at the Selected Bidder's option, adjust the amount of EMD against the amount of Security Deposit to be provided by him prior to signing the License Agreement.

10.1.5 CMRL shall be entitled to forfeit and appropriate the EMD towards genuine pre-estimated compensation / damages to CMRL in any of the events. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that CMRL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on EMD shall be given to any Bidder.

10.1.6 The EMD shall be forfeited and appropriated by CMRL, under the following conditions.

- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid Document and as extended by the Bidder from time to time
- if any of the information submitted by a Bidder is found by CMRL to be materially untrue
- In case of the Selected Bidder, if it fails within the specified time limit to sign the License Agreement; or
- to furnish the Security Deposit within the period prescribed herein;

10.2 **Interest Free Security Deposit**

10.2.1 Upon selection as Selected Bidder and prior to the signing of the License Agreement, the Selected Bidder shall furnish refundable interest free security deposit of **one year license fee of 1st year**, in the form of DD. The submission of Security Deposit shall be a condition precedent to signing of the License Agreement.

10.2.2 The Security Deposit shall be kept intact and valid at all times during the currency of the Licensee Agreement. The Security Deposit shall be released without interest on application by the Bidder after the expiry of the License Period or on the completion of
the Contract in accordance with the terms thereof and after the Licensee has discharged all his obligations under the license terms and produced a "No Demand Certificate" certified by the General Manager (Telecom & AFC). The Entire interest free Security Deposit shall stand forfeited automatically without any prior notice in favour of CMRL in the following circumstances in line with the license agreement:

(i) In case of failure by the Licensee to pay the License Fee within the stipulated time period;

(ii) In case of any Material Breach by the Licensee which is not remedied within the timelines stipulated by CMRL; and

(iii) if the License is terminated due to an Event of Default.

(iv) If the Licensee failed to remove the BTS towers & related equipment’s installed after stipulated time of termination of contract.
## TENTATIVE SITE DETAILS

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Area Break Up Details:

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<td>15 Sqmtrs&lt;br&gt;12 SqMtrs for BTS + 3 SqMtrs for IBS</td>
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Letter comprising the Bid
(On Official letterhead of the Bidder)

No: Dated:

To,
The General Manager (Planning & Business Development),
Admin Building, CMRL Depot,
Poonamallee High Road,
Koyambedu, Chennai – 600107.

Sub: Bid for Licensing of Space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground metro stations in CMRL Network.

Dear Sir,

With reference to your RFP Document Number ----------------, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for Licensing of Space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground Metro Stations. The Bid is unconditional and unqualified.

1. I/ We acknowledge that CMRL shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of CMRL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by CMRL; and
   (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
   (c) 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 stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with CMRL; and
   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

5. I/ We understand that you may cancel the Bidding Process at any time and that you are
neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.

7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMRL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.

8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License 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.

9. I/ We have studied all the Bidding Documents carefully and also surveyed the CMRL stations. We understand that except to the extent as expressly set-forth in the License 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 relating to the Bidding Process including the award of License.

10. I/ We offer Bid Security to CMRL in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.

11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned above subject is not awarded to me/us or our Bid is not opened or rejected.

12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-9), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.

15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

18. I / We declare that the submitted RFP documents are same as available on www.chennaimetrorail.gov.in. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at www.chennaimetrorail.gov.in, CMRL shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder
Details of the Bidder

1. (a) Name : 
   (b) Country of incorporation : 
   (c) Address of the corporate headquarters : 
   (d) Address of registered office in India : 
      (in case of foreign Companies)

2. Details of individual(s) who shall serve as the point of contact/communication for CMRL within the Company:
   (a) Name : 
   (b) Designation : 
   (c) Company : 
   (d) Address : 
   (e) Telephone Number : 
   (f) Fax Number : 
   (g) E-Mail Address : 

3. In case of JV/Consortium:
   a. The information above (1 & 2) shall be provided for all the members of the JV.
   b. Information regarding role of each member :

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Percentage stake in the JV/Consortium</th>
<th>Role*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
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<tr>
<td>3</td>
<td></td>
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</tr>
</tbody>
</table>

Signed………………………………

(Name of the Authorised Signatory)
For and on behalf of
(Name of the Bidder)
Designation

Place: 
Date: 

31
Power of Attorney of Bidder

Know all men by these presents, We ________________________________ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. ________________________________ (name and residential address) who is presently employed with us and holding the position of __________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to CMRL, representing us in all matters before CMRL, and generally dealing with CMRL in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

______________________________

Accepted

______________________________

(signature)

(Name, Title and Address) of the Attorney

Note: -

• 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

** It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.
Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at Chennai on this ______ day of __________, 2016.

BETWEEN

Mr. __________________________ R/o __________________________ OR
M/s ______________________, a Company incorporated under the Companies Act, 1956
and having its Registered Office at _______________________ acting through its
___________________ duly authorized by a resolution of the Board of Directors dated _____

(hereinafter referred to as the ‘LEAD MEMBER’ which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. __________________________ R/o __________________________ OR
M/s ______________________, a Company incorporated under the Companies Act, 2013
and having its Registered Office at __________________ acting through its
______________ duly authorized by a resolution of the Board of Directors dated ______

(hereinafter referred to as the ‘Participant member’) which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. __________________________ R/o __________________________ OR
M/s ______________________, a Company incorporated under the Companies Act, 2013
and having its Registered Office at __________________ acting through its
______________ duly authorized by a resolution of the Board of Directors dated ______

(hereinafter referred to as the ‘Participant member’) which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the third PART

Whereas Chennai Metro Rail Limited (hereinafter referred to as ‘CMRL’) has invited Bids for
the Licensing of ________________________________________________________ in
terms of the Bid documents issued for the said purpose and the eligibility conditions required
that the Bidders bidding for the same should meet the conditions stipulated by CMRL for
participating in the bid by the Consortium for which the Bid has been floated by CMRL.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility
criteria laid down for a bidder for participating in the bid process by forming a Consortium
between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for
participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY
WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of ______________________________________________________ in terms of the Bid invited by Chennai Metro Rail Ltd., (CMRL).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by CMRL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by CMRL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for ______________________________________________________.

4. That the Consortium have agreed to nominate any one of__________, _____ and ______ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid etc. and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

(i) The Lead Member shall have _____per cent (___%) of share holding with reference to the Consortium for this specified license agreement.

(ii) The Participant Member shall have _____ (___%) of share holding with reference to the Consortium for this specified license agreement.

6. That in case to meet the requirements of bid documents or any other stipulations of CMRL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and
the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of CMRL.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (__________________) 2. (__________________) 3. (__________________)
Authorized Signatory  Authorized Signatory  Authorized Signatory
(__________________)  (__________________)  (__________________)
For (Name of company)  For (Name of company)  For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i)  Execution of the Consortium Agreement, and
(ii)  Appointing the authorized signatory for such purpose.
Affidavit

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, ........................................ S/o ..........................................., resident of ............................................
........................................................................................................ the ...............(insert designation) of the ...............(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows:

1.0. I say that I am the authorised signatory of ...............(insert name of company/consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2.0. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) Request For Proposal (‘RFP’) for licensing ........................................................................................................ and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/information provided by us under this Bid and as may be deemed necessary by CMRL.

4.0. I say that if any point of time including the License period, in case CMRL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of CMRL.

5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ........................., on this ...................... day of......................,2016.

DEPONENT
(On Rs. 100/- stamp paper duly notarized)

Undertaking for Responsibility

___________________ as a lead member of the consortium of _______________ companies
- namely ___________________________________________________________ (Complete
name with address) jointly & severely undertake the responsibility in regards to the license
agreement with CMRL in respect of Licensing of __________________________:-

1. That, we Solely undertake that __________________ (Name of the Company/
consortium member) shall conduct all transactions/ correspondences and any other
activity in connection with License agreement pertaining to
______________________________
______________________________ with CMRL.

2. That, all consortium members are jointly or severely responsible for all commitments /
liabilities/ dues etc to CMRL.

3. That, we further confirm that, the stake holding of lead member- ________________
(Name of the company/ consortium member) shall always remain more than 51% and
we, all consortium members, insure that there shall be no change in the stake holding
of all parties during the initial lock-in period of license agreement.

4. We also confirm that our consortium was made on Dt.______________, for seeking
licensing rights of
______________________________ and in support of
which a copy of our Board Resolution is attached with this Undertaking.

(Authorised/ CEO of all ___________ consortium members to sign on undertaking with
witness signatures)

1. ________________________
2. ________________________
3. ________________________
4. ________________________
5. ________________________
6. ________________________

Witness 1.

2.
Financial Bid

1. Name of the RFP: Licensing of Space for installation of telecom tower/mast for enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS Solutions at Seven Elevated and Nineteen Underground metro stations.

2. Tender No.: BD/ BTS/ 02/ 2016

3. Tenure of License: Six (6) years

4.1 We hereby offer the following rate of License Fee, in Rupees per square meter per month “X” for Licensing of Space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Seven Elevated and Nineteen Underground Metro Stations, payable to CMRL as specified in the RFP Document.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Station</th>
<th>Area (approx. in sq.m)</th>
<th>Reserve Price (Per Sqm / Month)</th>
<th>No. of stations/sections</th>
<th>Bid Price (Per Sqm / Month) and (per Section/Month)</th>
<th>Total / Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Elevated- 7 Stations- BTS &amp; IBS</td>
<td>15 sq.m</td>
<td>7,700/-</td>
<td>07 No's</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>UG- 19 Stations- BTS &amp; IBS</td>
<td>18 sq.m</td>
<td>7,700/-</td>
<td>19 No's</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>UG- Tunnel- Leaky Cables right of way charges- sections</td>
<td>Nil</td>
<td>75,000/-</td>
<td>20 Sections</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total amount in INR</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total amount in Words</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

For evaluation purpose total amount only will considered.

The License Fee of Space quoted by Bidder shall be for 2G/3G/4G only during the tenure of License. In case of any technological up gradation beyond 4G, the License Fee of Space shall be reviewed on mutually agreed terms and conditions. In event of failure of finalization of mutually agreed License Fee of Space, the License Agreement shall be terminated by CMRL as per terms and conditions of License Agreement.

Signature, Name, Designation & Seal of the Bidder

Date:
Place:
Note: - If there is a discrepancy between words and figures, the amount in words shall prevail.
THIS AGREEMENT entered into at Chennai on this the ______ day of _________________', 2016, between Chennai Metro Rail Limited (CMRL) incorporated under the companies act, 1956 having its registered office at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, hereinafter referred to as the ‘Licensor’ (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s __________________________, a Company incorporated under the provisions of Companies Act, 1956 and having Its Registered office at __________________________, hereinafter referred to as the ‘Licensee’ (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second Party

WHEREAS

a) CMRL is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. CMRL, with a view to augment its revenues through non-operating revenue, had invited Request for Proposal (RFP) from the eligible parties, on sharing basis with their associate companies, for Licensing of Space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations.

b) Based on fulfilment of eligibility criteria as laid down in RFP document, M/s __________________________ has been selected as successful bidder, on sharing basis with their associate companies, for granting space on license basis on “as is where is basis”, herein after referred to as ‘Premises’, for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations through open bidding process.

c) Based on Terms and Conditions of RFP and after due inspection and verification of the Plot, Building and Said Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.

d) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.

e) CMRL has agreed to provide the LICENSEE a portion of its premises, therein after referred to as Premises, on payment of License Fee to CMRL on the terms and conditions hereunder contained in this License Agreement.

f) The Licensee shall design, procure, manufacture, fabricate, install, commission,
manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by CMRL with regard to operational feasibility, aesthetics, and safety & security concerns.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

   I. Letter of Acceptance
   II. Request for Proposal (RFP), its Addendums & Corrigendum
   III. Any other document issued by / of CMRL forming part of the Bidding Process
   IV. MOU between second and third parties / Joint venture Agreement (if applicable).

B. The Licensee hereby covenants as follows:-

   I. Licensee hereby assumes responsibility for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Seven Elevated and Nineteen Underground Metro Stations detailed at Annexure-9.1. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by CMRL with regard to operational feasibility, aesthetics and safety & security concerns.

   II. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement and when due, without delay or demur and without waiting for any formal advice from CMRL in this regard.

   III. The Licensee confirms having examined the potential locations at Seven Elevated and Nineteen Underground Metro Stations in detail and fully understands and comprehends the technical requirements for Placement and Operation of telecommunication equipment including erection of Telecom Mast/Towers for providing and enhancement of Mobile Signals (2G/3G/4G) and IBS. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to CMRL under this License Agreement.

   IV. Licensee shall also adhere to-
a) Procedure of CMRL regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC to be obtained.

V. That CMRL and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

1. **Definitions**

1.1. “Agreement” means this License Agreement executed between CMRL and Selected Bidder.

1.2. “Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

1.3. “Commencement Date” means the date of commencement of license fee of first lot of stations for installation of Telecommunication Equipment.

1.4. “CMRL” means Chennai Metro Rail Limited.

1.5. “Interest Free Security Deposit/Performance Security” means interest free amount/BG to be deposited by the Licensee with CMRL as per terms and conditions of License Agreement as a guarantee against the performance of the License agreement.

1.6. “License” means the grant of License by CMRL to the Selected Bidder, to utilize the premises, solely for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations, under terms and conditions of this Agreement.

1.7. “Licensee” means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.

1.8. “License Fee” means the amount payable by the Licensee to CMRL licensing of space as per terms and conditions of the License Agreement.

1.9. “License Period” means a period of six (06) years starting from the “Commencement Date”.

1.10. “Premises” means the bare space, on “as is where is basis”, solely for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations.

1.11. “Selected Bidder” means the Bidder who has been selected by CMRL, pursuant to the bidding process for award of License.

2. **Objective and Scope**

2.1. Objectives of License Agreement: Objectives of License Agreement are set herewith:
a) Licensing space in CMRL network for use by Licensee for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations.

b) To augment non-operational revenue of CMRL through Licensing of Space.

c) To provide mobile coverage at and surroundings of metro stations.

2.2. Scope-

a) The Selected Bidder has been licensed with space, as detailed at Annexure-9.1, for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Nineteen Underground metro stations subject to the terms and conditions specified in the License Agreement.

b) The sites shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE.

c) The sites mentioned in Annexure –9.1 may increase or decrease with a variation of up to 25 percent subject to availability and feasibility / clearance from CMRL. Additional area may also be provided based on availability and feasibility at the sole discretion of CMRL. In case of handing over of additional area at a same location, no fitment period shall be provided. Fitment period of 60 days shall also be applicable in case of shifting of existing location during the license period for placement and operation of telecommunication equipment including erection of Telecom Mast/Towers. The tenure of addition area / shifting location shall be coterminous with the License Agreement.

d) Maximum Six operators shall be allowed at a particular location. The licensed space shall be utilised only by the licensee or its associates as per Terms and Conditions of this License Agreement. In this regard, the licensee shall obtain prior written permission for operators to operate at a particular site. If at any stage during license period, it is found that the total operators at any location is more than 6 (six), licensee fee shall be charged at double rate of license fee applicable for permissible single operator at that location on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operators vacate the premises.

e) The agency responsible for erection of towers must have experience of installation of at least sixteen (16) towers during last seven years.

f) The Licensee shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / Department of Telecommunications (DOT) from time to time.

2.3. Licensee shall be responsible for the following activities:-

a) The Licensee shall operate the licensed space for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBS at Seven Elevated and Nineteen Underground Metro Stations. For the purpose of placement of equipment, the Licensee shall
submit the design/layout of the location of placement of equipment along with other relevant details. CMRL Telecom department shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not approved by CMRL Telecom department, Licensee is required to submit revised plan for approval. All further modification/revision in plan shall have to be got approved from CMRL.

b) Designing of all units/structures to complement station architecture for installation of telecommunication equipment.

c) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from CMRL.

d) Appoint an architect to interact with nodal CMRL representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.

e) Operate, manage and maintain the entire premises.

f) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DOT etc. at its own cost.

g) Comply with all statutory requirements in connection with License Agreement.

h) Ensure regular and timely payments of all amounts due to CMRL and discharge all obligations as per License Agreement.

i) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

3. **Disclaimer**

3.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.

3.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from providing and enhancing mobile (cellular) signals and that it will be fully responsible for all its assessment in this regard.

3.3. The Licensee confirms having seen/visited/assessed the identified locations of the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.

3.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

4. **Premises:** - CMRL hereby agrees to provide a part of its premises on license basis
to the Licensee solely for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) and IBSat Seven Elevated and Nineteen Underground Metro Stations. The details of the premises is provided at Annexure “9.1”

5. **Tenure of License**

5.1. The Premises shall be handed over for installation of telecommunication equipment within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

5.2. The License Agreement shall commence from date of commencement of license fee of first lot of stations, handed over. Hence, this License Agreement shall commence from............... (Date).

5.3. License period shall be valid for a period of 6 (six) years starting from the Commencement of License fees, unless otherwise terminated as provided in Termination clause.

5.4. The tenure of License for stations handed over subsequently shall be co-terminus with the stations handed over in first lot.

6. **License Fee**

6.1. Licensee shall prepare and submit the design/layout plan of placement of Telecommunication Equipment for approval of CMRL Telecom department. CMRL shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Premises of this agreement.

6.2. Commencement of License Fee- License Fee shall commence after 60 days fitment period from date of handing over of first lot of stations subsequent to issue of Letter of Acceptance (LOA). Fitment period of 60 days shall also be applicable in case of shifting of existing location during the license period for placement and operation of telecommunication equipment including erection of Telecom Mast/Towers. The Licensee shall complete its fitment in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period.

6.3. The Licensee shall pay to CMRL, on quarterly basis, all payments along with service tax and other statutory levy applicable time to time requested as per details and rates indicated in the table below-

<table>
<thead>
<tr>
<th>S.No</th>
<th>Item</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>License Fee of Space</td>
<td>Accepted rates of Selected Bidder subsequent to Bidding Process.</td>
</tr>
<tr>
<td>2.</td>
<td>Right of way charges for Leaky Cables running through tunnel and tunnel entry charges</td>
<td>Accepted rates of Selected Bidder subsequent to Bidding Process.</td>
</tr>
<tr>
<td>3.</td>
<td>Cable Tray Charges (Tunnel)</td>
<td>Rs 12,000/- per Month per Section</td>
</tr>
<tr>
<td>4.</td>
<td>Maintenance Charges</td>
<td>Rs 3,500/- per Month per Station</td>
</tr>
</tbody>
</table>
5. Cable Tray Charges | Rs 1,500/- per Month Per Station
6. Usage Charges of Power | As per TANGEDCO rates

### One-Time Fixed Charges

| 7. | Clamps provided by CMRL for LCX Cable in Tunnel | Rs.6,00,000 per Section |
| 8. | Provision of AC for equipment rooms by CMRL at UG Stations | Rs. 8,00,000 per station |

* For provision for a new cable tray route as per specific requirement, shall be laid by Licensee after written approval and under supervision of Licensor.

6.4. The License Fee of Space shall be for 2G/3G/4G only during the tenure of License Agreement. In case of any technological upgradation beyond 4G, the License Fee of Space shall be reviewed on mutually agreed terms and conditions. In event of failure of finalisation of mutually agreed License Fee of Space, the License Agreement shall be terminated by CMRL as per terms and conditions of License Agreement.

7. **Payment Terms :-**

7.1. The License Fees and other dues shall be payable quarterly in advance to CMRL, by the last working day of running quarter. However, the first quarterly fixed license fee along with interest free Security Deposited/Performance Security shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA). License Fee shall be charged on the actual area handed over to Licensee.

7.2. The License Fee of Space, Cable Tray Charges and Maintenance Charges shall be increased by 7.5% per annum on a compounding basis after completion of each year of license period.

7.3. Air-Conditioning Charges-The space licensed though this Agreement are bare open spaces and no Air-Conditioning facility has been provided by CMRL on these spaces. If required, the licensee shall arrange and maintain the Air-Conditioning at its own cost as per its requirement with prior approval of CMRL. For Air-Conditioning of licensed space, Licensee shall adhere to CMRL specifications. Whenever and wherever, if Air-Conditioning provided by CMRL, the AC Maintenance and other applicable charges pertaining to AC provisioning shall be levied separately in the monthly dues as applicable from time to time.

7.4. The Licensee voluntarily and unequivocally agrees to make all payments to CMRL as may be due before the due date, without waiting for any formal advice from CMRL.

7.5. The reconciliation of license fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of license fee payable to CMRL shall be carried out along with payment of next quarter’s License Fees.

7.6. Non-payment of License fees and other dues.

a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle CMRL to terminate the License Agreement as
per provisions stipulated in Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual day(s) of delay in payment.

b) Licensee shall periodically advise the details of payments made to CMRL. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of CMRL), then others dues / liabilities like electricity, OMC etc, and lastly License fee shall be accounted for.

c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from CMRL.

d) In case payment is not made by due date, a 15 day notice to cure the Licensee’s Event of Default shall be issued. In the event of Licensee failing to cure the Default, CMRL shall be entitled to terminate the License with 30 days’ notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.

e) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 16th day of issuance of notice.

f) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager/ Station Controller or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Manager/ Station Controller or its authorized representative shall not be entertained.

7.7. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.

7.8. In case of non-payment of license fees and other dues within stipulated time, the licensee voluntarily agrees to permit the licensor “CMRL” to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

8. **Interest Free Security Deposit / Performance Security**
a) The Licensee shall submit Interest Free Security Deposit / Performance Security, within 30 days from the date of issuance of LOA, to CMRL equivalent to Annual License Fee applicable for first year of License Agreement. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit / Performance Security shall be updated as per updated area under possession of licensee. The Interest Free Security Deposit / Performance Security shall be acceptable in form of Bank Draft in favour of “Chennai Metro Rail Limited”, payable at Chennai from a Scheduled Commercial Bank based in India.

8.2. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/ Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium.

8.3. CMRL reserves the right for deduction of CMRL dues from Licensee’s Interest Free Security Deposit / Performance Security for:
   a) Any amount imposed as a fine by CMRL for irregularities committed by the Licensee, which is not paid within the due date.
   b) Any amount which CMRL becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
   c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
   d) Any outstanding payment/ claims of CMRL remained due after completion of relevant actions as per agreement.

8.4. Once the amount under Clause 8.3 is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

9. Taxes and Other Statutory Dues-

9.1. Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.

9.2. The property tax on the property of CMRL and MCD tax, if applicable shall be borne by CMRL.

9.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities in connection with this License.

9.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.

9.5. Appropriate Charges towards insurance of the said premises throughout the license
period including third party insurance.

10. **Regulations for Preparation and Utilisation of Premises**-

10.1. ‘As is where is basis’: - The LICENSEE shall be licensed with the said premises, equipment, installations, fittings and fixtures on ‘as is where is basis’ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of CMRL in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in CMRL. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DOT, TERM, TRI and such other Statutory Authorities at its own cost and expense.

10.2. The Licensee shall submit, subject to minimum of, following documents for approval of CMRL Telecom department before executing work / installation of equipment or tower at the licensed space-

   a)  Layout plan of space showing placement of equipment/tower/mast.
   b)  Soil test report in case of Ground Based Tower/Mast.
   c)  Load analysis of tower/mast.
   d)  Details of Structural design of Tower/Mast including foundation details.
   e)  Complete set of structural drawing of Tower/Mast including foundation details.
   f)  Structural stability certificate duly certified by Competent Agency.

10.3. Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by General Manager / Telecom & AFC with regard to

   a)  Structural stability,
   b)  operational feasibility,
   c)  aesthetics,
   d)  Safety & security concerns.

10.4. In this regard, the layouts/designs of the licensee shall be checked by CMRL Telecom department and upon approval, permission shall be granted for installation of equipment.

10.5. If the plan/ design do not conform to the requirement of this License Agreement or standards of BIS / other relevant codes/ guidelines, CMRL Telecom department may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval of CMRL Telecom department at any licensed space.

10.6. Alterations and Renovations: -
a) The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without altering or damaging the main/shell structure of the said premises. The LICENSEE will need to take prior written approval from CMRL Telecom department through a written notice prior to commencement of any alteration works and if necessary CMRL reserves the right to ask for and review the renovation plan/drawings before providing consent.

b) The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by CMRL including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE’s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by CMRL.

10.7. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and CMRL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

10.8. In case of any damage to CMRL property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the licensee and same will not be allowed in whatever manner.

10.9. Proper care should be taken at the time of grouting of bolts not to damage the waterproofing layer to avoid leakage and damage to structure. It shall be ensured that the drilling for anchorage bolts are within the core of the column on which the tower/mast/monopole is resting. Resting of towers/mast/monopole directly on slab shall not be allowed in any case.

10.10. The licensee will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.

10.11. All the equipment must be placed within the licensed premises only. Licensee shall barricade/fence the premises at own cost. Licensee will also display the information on general matters in licensed premises i.e. Licensee Name, licensed area in sqm, Rental Start, Rental End and Contact person of Licensee. No claim or compensation on this account will be entertained by the licensor.

10.12. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passers-byes
due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and CMRL will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or CMRL employees or loss to CMRL property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle CMRL to terminate the License Agreement with 30 days written notice.

10.13. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the General Manager/ Telecom & AFC and the Licensee is required to take necessary permissions in this regard from the office of General Manager/ Telecom & AFC as per extant policy of CMRL. It is clarified that the permission to the Licensee shall not be unduly denied.

10.14. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by CMRL including TETRA based train radio system. If any interference is noticed, than the licensee will take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the licensor to take all necessary steps to prevent this interference at the risk and cost of the licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the licensor. Test reports and any other supportive documentation as may be required/ requested by CMRL, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of CMRL to this effect.

10.15. Solid Waste or waste: - A separate area may be earmarked within the licensed premises for the purpose of storage, which has proper systems for extrication pollutants and waste materials. The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by CMRL. If solid waste is found disposed of on CMRL land or premises a penalty/fine of Rs. 5000/- will be imposed by CMRL for each occasion.

10.16. No advertisement/branding in any format shall be allowed. If any point of time, Licensee found to be advertising at any location any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. However, LICENSEE can put a signage of size 1.5 ft X 3 ft at any location in its licensed space only showing generic name of the licensee. The signage may be illuminated or non-illuminated at the LICENSEE s option. The LICENSEE shall need to obtain a prior written approval from CMRL before putting up any form of signage. CMRL reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. shall subject to architectural controls that may be issued by CMRL.
10.17. The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by CMRL official(s) shall be final and binding to the Licensee.

10.18. LICENSEE shall at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.

10.19. LICENSEE shall appoint two Manager/Supervisor whose scope of services shall be as follows;

a) Supervise the operations in the said premises.

b) They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

d) Ensure that fire detection and suppression measures were installed inside his premises and kept in good working condition. The Fire Office/authorized personnel, of the licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the licensor’s fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the licensor will be borne solely by the licensee.

e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

10.20. CMRL’s covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE’s possession of the Licensed Premises, LICENSEE’s use of the premises, or the rights granted to the LICENSEE hereunder:

a) CMRL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by CMRL or by any other person claiming by, through or under CMRL.

b) That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the
conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the CMRL or by any person or persons claiming through under or in trust for him.

c) That the overall control and supervision of the premises shall remain vested with CMRL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. CMRL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by CMRL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by CMRL will be done by license.

10.21. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security/fire checks by security/fire officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the licensor. Non-compliance may be treated as Licensee’s Event of Default.

10.22. Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, etc.

10.23. The Licensee will at their own risk and cost prepare the cable trays and clamps etc., where such provision is not available. No claim/ compensation in the account will be entertained by the Licensor.

11. Maintenance and Repair of Premises

11.1. Licensee shall keep and maintain the premises in neat, clean condition and in safe & sound manner during all the time of License tenure as required by the CMRL O&M administration/ municipal authorities. Any defective, week or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.

11.2. LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of CMRL. If the major repairs or maintenance required to be carried out by CMRL are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to CMRL.

11.3. LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

11.4. The said premises, which have been handed over to the licensee under this
agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, CMRL reserves the right to seek exemplary damages and indemnification.

11.5. Further, CMRL can impose the fine on Licensee up to Rs.5,000/- per offence per instance on the following offenses:

a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
b) Any staff of the Licensee found creating nuisance on duty
c) Improper maintenance & defacement of the Metro Property.
d) Dishonor of drafts and Cheques given by Licensee in favour of CMRL.
e) Misbehavior with staff and commuters of CMRL.
f) Not following safety and security norms as may be indicated by authorized representative of CMRL.

11.6. The amount of penalty shall become double the specified amount after five years from the date of commencement of License Agreement.

11.7. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by CMRL official not below the rank of Dy. HOD.

12. **CMRL’s Infrastructure/ Facilities** -

12.1. **Electrical Specifications and Procedure for Release of Electric Power Supply** -

**Electrical Specifications**

a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 9.3. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the spaces licensed under this agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. TANGEDCO policy and Electricity Act (as amended from time to time) shall be applicable.

c) All fittings/ erections including electrical cabling, calibration and installation of Energy Meters, electrical MDI/TOD, etc. are to be installed as per CMRL’s specifications.

d) CMRL may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-9.3. The Licensee may also undertake electrical works for extension of power from nominated source under CMRL supervision and complying all codal provisions & CMRL specifications. The Licensee shall follow the provisions stipulated in “Rules and Guidelines for Release of Electric Power” (Annexure-9.3) as amended
from time to time.

e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of CMRL or such causes where the supply of CMRL is affected by a cause or causes over which CMRL has no control, CMRL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

12.2. Water & Drainage facility: No water and drainage facility will be provided by the CMRL.

12.3. Telephone: CMRL may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility.

12.4. Parking: The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

12.5. Encroachment: The LICENSEE will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. If any encroachment has been found at any location, the license fee of such encroached area shall be charged at double the rate of license fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager/ Station Controller or his authorized representative is submitted to CMRL or the encroached space is got approved from the CMRL, whichever is later.

12.6. Re-connection Charges: The licensee voluntarily agrees to make all payments as may be demanded by the licensor "CMRL" towards reconnection of utilities including electricity supply which may have been disconnected by the licensor for whatsoever reasons. The licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

12.7. Security Arrangement: The LICENSEE will ensure safety and security of the mobile towers/poles and other related equipment installed at the allotted area. CMRL in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the licensee will indemnify and keep indemnified CMRL for any losses on this account.

12.8. Services Provided by CMRL: Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by CMRL may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout or Act of God,
natural calamities and except as hereinafter provided, CMRL shall not be liable to the LICENSEE therefore provided however that CMRL shall use its best efforts to restore such services as soon as reasonably possible.

12.9. The CMRL hereby agrees to provide of its premises admeasuring approx **3.0 sq.m** for Leaky cable equipment at 19 UG Stations. Space provided for equipment’s will be Air-conditioned. Capital cost of Air-conditioning along with Maintenance cost will also be part of monthly / Lump sum rentals.

12.10. The GSM operators and infrastructure (LCX, RF cable and Antennas) shall propagate these Signals throughout the tunnels and underground station areas, wherever GSM coverage is also there.

12.11. Access to Tunnel will be only after prior permission.

12.12. The licensee will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.

13. **Force Majeure**

13.1. Neither CMRL nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

a) Earthquake, Flood, Inundation, Landslide.

b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

c) Fire caused by reasons not attributable to the Licensee.


e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

13.2. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Security & Security Deposits shall be refunded.
by CMRL to the Licensee after adjusting outstanding dues, if any.

14. **Material Breach of Contract / Events of Default** - Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

14.1. The Licensee shall maintain the validity of certificates required in Eligibility Criteria of RFP/Bid Document during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.

14.2. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.

14.3. If the Licensee fails to pay License Fee or other amounts due to CMRL. Even non-payment of one month License Fee will be considered an Event of Default.

14.4. If the Licensee is in persistent non-compliance of the written instructions of a CMRL officials.

14.5. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to CMRL employees/ commuters or loss to CMRL property.

14.6. If Licensee is in violation of any of the other Clauses of this Agreement and after due written notice from CMRL fails to cure the Default to the satisfaction of CMRL.

14.7. The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by CMRL to the LICENSEE, provided however, that if the nature of the LICENSEE’s default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion.

14.8. The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.

14.9. The appointment of a trustee or receiver to take possession of substantially all of LICENSEEs assets.

14.10. The attachment, execution or other judicial seizure of all of LICENSEEs assets.

14.11. **CMRL’s Remedies:** - Upon the occurrence of any event of default under the license agreement by the LICENSEE, then CMRL in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed
Premises and CMRL may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of CMRL and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save CMRL harmless from any costs or damages occasioned CMRL thereby, and no such re-entry shall be construed to be a forcible entry. CMRL will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

15. **Termination:**

15.1. If any of the above Material Breach and Licensee Events of Default happens, then:-

   a) CMRL, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

   b) In consequent to termination of License Agreement on Licensee Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of CMRL after adjustment of all dues whatsoever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall be recovered from the licensee.

15.2. On operational exigency ground, CMRL reserves the right to partially or fully withdraw any licensed premises by giving three months advance notice. CMRL shall endeavor to provide alternate premises, if available and acceptable to the licensee. However, if licensee is not willing to shift their equipment to the alternate premises due to any reason, the respective premises shall be treated as withdrawn/terminated by CMRL and the respective Interest Free Security Deposit/Performance Security shall be adjusted against outstanding dues in next invoice or refunded after adjustment of outstanding dues in case of termination of agreement. The Licensee shall be bound to vacate the premises within the given time period at his own expenses. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

15.3. CMRL reserve the right to terminate this License Agreement on giving 6 (six) month notice in writing. On the expiry of said period, the License Agreement shall stand terminated. In this case, Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee.

15.4. **Surrender:** - If the LICENSEE is desirous of terminating or surrendering the license hereby created before the expiry of the tenure of the license -
a) It shall give to CMRL six month notice in writing of its intention to terminate the license and on the expiry of said period, the agreement shall stand terminated. In this case, Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee.

b) If Licensee desires to terminate the License without or less than six month notice, it shall give to CMRL a notice in writing of its intention to terminate the license. The agreement shall stand terminated on date of receipt of Termination/Surrender notice in CMRL. In such case, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of CMRL after adjustment of all dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall be recovered from the licensee

16. **Upon termination of this Agreement for any reason whatsoever:**

16.1. **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces to concerned Station Manager/ Station Controller or its authorized representative peaceful vacant possession of all Licensed Premises in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from CMRL premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of CMRL. If the property is not handed over in good condition as required under this agreement, CMRL reserves the right to seek exemplary damages and indemnification from the Licensee.

16.2. If the LICENSEE fails to vacate the demised premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the license fee for licensed space at the double rate of License Fee applicable at that time for the whole period of unauthorized occupancy.

16.3. CMRL shall repay amounts owing to the LICENSEE if any, after deducting all dues including utility charges such as electricity charges etc. as per provisions of this License Agreement.

16.4. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto

16.5. Consequent to issue of termination letter, after approval of competent authority, the said premises will becomes free of all encumbrances for re-marketing.

17. **Dispute Resolution**

17.1 Any and all disputes or difference between CMRL and the Licensee arising out of in connection with the License shall, so far as it is possible, be settled amicably through consultation and negotiation in good faith undertaken under the general
supervision and direction provided by the Managing Director of CMRL.

17.2 If the negotiations undertaken pursuant to above do not resolve the dispute to the reasonable satisfaction of parties within 45 days then the dispute shall be referred to final and binding arbitration at the request of either of the Parties upon written notice to that effect to the other party.

17.3 Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 and shall be at Chennai. All proceedings of such arbitration shall be in the English language.

17.4 Arbitrator(s) will be appointed by Director, CMRL on receipt of such request from either party, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. CMRL shall provide a panel of three Arbitrators which may also include CMRL officers for the claims up to Rs.50 Lakhs and a panel of five Arbitrators which may also include CMRL officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. CMRL shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the same panel only.

17.5 Arbitration awards rendered shall be final and binding appeal. The successful party may seek to enforce the award in an appropriate jurisdiction.

17.6 During the pendency of the arbitration, CMRL AND THE LICENSEE shall perform their respective obligation in respect of the License.

17.7 Jurisdiction of Courts: The Court at Chennai shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

18. **Miscellaneous**

18.1. Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in CMRL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee’s failure to perform its obligations under the agreement. The Licensee shall submit to CMRL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold CMRL harmless against any liability, losses, damages, claims, expenses suffered by CMRL because of such default by the Licensee.

18.2. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify CMRL Administration for any loss and damages suffered due to violation of its provision.
18.3. Licensee shall comply with the laws of land including Public Premises Eviction Act, 1971, Tamilnadu Pollution Control Board guidelines, building guidelines, fire norms etc. CMRL shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

18.4. The Licensee will not ask for any claim or seek any compensation from CMRL if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.

18.5. The Licensee hereby indemnifies CMRL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

18.6. The Licensee hereby agrees that CMRL shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of CMRL. Licensee hereby indemnifies CMRL against the claims made by Licensee’s employees against CMRL.

18.7. Entry to tunnels will be restricted to availability of power block in the sections after getting prior permission from concerned Station Manager/Controller.

18.8. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies CMRL against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Telecom & AFC Wing of CMRL in accordance with CMRL’s policies regulations prevalent at that time.

18.8. That no tenancy/sub-tenancy is being created by CMRL in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -

a) That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:

b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by CMRL in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and

c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

18.9. The relationship between CMRL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of
Partnership or Association of persons is hereby being created or intended to be created between CMRL on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.

18.10. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employeddeployed by the Licensee and these personnel shall at no point of time be construed to be employees of CMRL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen’s compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify CMRL from any claims that may arise in connection with above.

18.11. Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employdeploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to CMRL with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to CMRL. All the Licensee’s personnel shall be required to possess ID card while working in CMRL’s premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

18.12. Misuse: - The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and CMRL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified CMRL for any losses on this account.

18.13. Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by CMRL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances,
rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Tamilnadu Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o General Manager, Telecom & AFC, CMRL. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of licensee.

18.14. Transfer: - The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

19. Notices

19.1. That any notice to be served upon CMRL shall be sufficiently served and given if delivered to office of - “General Manager / Telecom & AFC, Admin Building, CMRL Depot, Ponnammalae High Road, Koyambedu, Chennai-107.”

19.2. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.

19.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/ Telecom & AFC or by his duly authorized representative.

19.4. Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.....-......-2016 (...............)
FOR AND ON BEHALF OF
CHENNAI METRO
RAIL LIMITED

.....-......-2016 (...............)
Authorized Signatory.
FOR AND ON BEHALF OF
LICENSEE
IN WITNESS WHEREOF the LICENSEE and the CMRL have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

--------------------------  ---------------------
CMRL                      LICENSEE
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Station</th>
<th>Location of Premises</th>
<th>Area</th>
</tr>
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<tbody>
<tr>
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Documents for Eligibility criteria (on Bidder’s letterhead)

To,

The General Manager (Planning & Business Development),
Chennai Metro Rail Limited (CMRL)
Admin Building, CMRL Depot, Poonamallee High Road,
Koyambedu, Chennai – 600107, Tamil Nadu

Sub: Licensing of space for Installation of Base Transceiver Stations (BTS)
Cellular Tower Network & IBS at Nineteen Underground Metro Rail stations
Along Corridor 1&2 of Phase-I of CMRL”.

Dear Sir,

We hereby submit our "BID FOR THE SELECTION OF Licensing of space
for Installation of Base Transceiver Stations (BTS) Cellular Tower
Network & IBS at Seven Elevated & Nineteen Underground Metro Rail
stations Along Corridor 1&2 of Phase-I of CMRL”.

Checklist of documents Enclosed:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Pre-qualification Criteria</th>
<th>Supporting document</th>
<th>Compliance (Yes/No)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Individual</td>
<td>a. Declaration of Individual Status.</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>Partnership Firm</td>
<td>b. Partnership deed/ Certificate of Incorporation/ Registration</td>
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<td></td>
<td>Company registered in India under the Companies Act 1956</td>
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<td></td>
<td>Foreign Company</td>
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<td></td>
<td>Shall not have been barred or blacklisted by any government or any entity controlled by it from participating in any Bid</td>
<td>Certificate from statutory auditor or chartered accountant</td>
<td></td>
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<tr>
<td>2</td>
<td>Shall not have failed to perform any contract or expelled from any contract by any Government Authority or have had any contract terminated by a Government Authority within the last 3 (three) years</td>
<td>Certificate from statutory auditor or chartered accountant</td>
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<tr>
<td>4</td>
<td>Shall not have defaults on any bank/institutions' loans in the past</td>
<td>Certificate from Statutory auditor or chartered accountant</td>
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<tr>
<td>5</td>
<td>Shall not have a conflict of interest as per Chapter 3 of Bid Document</td>
<td>Certificate from statutory auditor or chartered accountant</td>
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<tr>
<td>6</td>
<td>Should submit Power of Attorney</td>
<td>Power of Attorney as per Annexure-4</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>a. TURNOVER: The average annual turnover for the last Three years should be INR 13,00,00,000/- (Rupees Thirteen Crores only) as on 31st March 2016 as per the last three audited financial accounts of the bidding firm.</td>
<td>Certificate from statutory auditor or practicing chartered accountant</td>
<td></td>
</tr>
</tbody>
</table>

**Certificate from Statutory Auditors/ Chartered Accountant**

This is to certify that the documents of ________________________________ (name of the bidder), and the details furnished from serial number from ------ to ------ above towards eligibility criteria has been verified by us and certified to be correct.

Name of the Statutory Auditor/Chartered Accountant:

Signature Seal of the firm:

Place: Date:
# Initial Filter Criteria – Model Check list

(On Company’s Letter Head (Lead Member in case of Consortium)

<table>
<thead>
<tr>
<th>S.No:</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the bidder abandoned any work in the last five years?</td>
<td></td>
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<tr>
<td>2.</td>
<td>Has the bidder’s contract with any organization ever been terminated due to poor performance?</td>
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<tr>
<td>3.</td>
<td>Has the bidder’s security deposit for any contract has ever been forfeited in any Government / Semi-Government /PSUs / Metro railways?</td>
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<td>4.</td>
<td>Has the bidder been involved in frequent litigations in last 5 years?</td>
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<tr>
<td>5.</td>
<td>Has the bidder suffered insolvency / bankruptcy in the last 5 years?</td>
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<tr>
<td>6.</td>
<td>Has the bidder been blacklisted by any Organisation?</td>
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<td>7.</td>
<td>Has any misleading information is given in the tender?</td>
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<tr>
<td>8.</td>
<td>Is the Bidder financially not sound to perform the work?</td>
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<tr>
<td>9.</td>
<td>Has the Bidder failed to certify that no middlemen has been or will be engaged or that any commission has been paid or will be paid?</td>
<td></td>
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<tr>
<td>10.</td>
<td>Do the documents submitted reveal that any commission has been paid or will be paid?</td>
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</table>
Annexure-9.3

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of CMRL station; availing power supply from outside agencies in CMRL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.

2. The power supply connection released for commercial activity shall be from the available CMRL power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.

3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant.

4. CMRL provides power supply up to nearest point of premises and from there Licensee has to do works. For meeting the requirement following works shall be done by the Licensee:
   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from nearest point) as per standard specifications.
   b) Supplying and laying of meter box, energy meter and MCB for are to be provided by Licensee.

5. Applicant shall extend power supply from this Meter box at his own cost. The work executed by Applicant shall be inspected by CMRL representative for ensuring compliance of specifications / stipulations of contract.

6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, energy meter, connected software, etc. shall be sole property of CMRL. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

7. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

8. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in licensed premises in all respect.

9. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.

10. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled.

11. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

12. Internal wiring of luminaries (Light Fittings) and Signages in signage’s panel shall also be FRLSZH in case of UG stations.

13. All Plastic accessories used in luminaries shall be non-flammable material, meeting all
the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

14. Tariff: Rate of electricity shall be charged from Applicant at which TANGEDCO would be charging.

**Specification of Air Conditioner**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

**General Technical Requirements**

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.

2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.

3. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.

4. The filter pads provided shall be washable.

5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enamelled finish preceded by undercoat of anti-corrosive primer paint phosphate and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.

6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.

7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.


9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.

11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.

12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass in flammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.

13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.

14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed(Three speeds) and setting up of temperature.

15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
   i. Suction line copper pipe of 0.70mm thickness.
   ii. Liquid line copper pipe of 0.70mm thickness.
   iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
   iv. Drain pipe (15mm dia flexible PVC pipe).
   v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.

16. Installation: Location of ODU is to be finalized after approval from CMRL. The installation at site shall comprise the following work:
   i. Mounting/Fitting indoor & outdoor units at the respective locations.
   ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
   iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
   iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
   v. Leak testing the entire system.
   vi. Charging Refrigerant gas in the unit.

Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.