

**Tender Document-
Licensing of Space on Pillars in all along
Elevated Corridor of CMRL Network for
Placement and Operation of Telecom
Equipment for
Providing Shared Mobile (Cellular) Coverage
(2G/3G/4G)**



CHENNAI METRO RAIL LIMITED (CMRL)

(A JV OF GOVT. OF INDIA AND GOVT. OF TAMILNADU)

ADMIN BUILDING, CMRL DEPOT

POONAMALLEE HIGH ROAD, KOYAMBEDU,

CHENNAI – 600 107

WEBSITE: www.chennaiemr rail.gov.in

BD-Small Cells-01-2016

August 2016

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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. "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by CMRL to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.4. "Bidder" means any eligible party, who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, etc. who is submitting its Bid pursuant to Bid/RFP Document.
- 1.5. "Earnest Money Deposit" means the refundable amount to be submitted by the Bidder along with RFP documents to CMRL.
- 1.6. "Commencement Date" means the date of commencement of License Agreement as defined in RFP document.
- 1.7. "License" means the grant of License by CMRL to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid/RFP Document.
- 1.8. "Licensee" means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.
- 1.9. "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.
- 1.10. "License Period" means a period of six (6) years starting from the Commencement Date as specified in RFP Document.
- 1.11. "CMRL" means Chennai Metro Rail Limited.
- 1.12. "Interest Free Security Deposit" 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.
- 1.13. "Licensed Premises" or "Licensed Space" means the bare space, on "as is where is basis", solely for the purpose of License as per terms and conditions of this RFP Document.
- 1.14. "Selected Bidder" means the Bidder who has been selected by CMRL, pursuant to the bidding process for award of License.

2. Notice Inviting Bid

- 2.1. CMRL undertook the construction for MRTS and the first section of Koyambedu to Alandhur of Phase-I, is presently in operation. Remaining sections of Phase-1 are in various stages of construction.
- 2.2. CMRL invites Bids from eligible Bidder(s), who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under Companies Act 1956, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of Licensee for Licensing space on pillars in All Elevated Corridor for placement and operation of telecom equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G).
- 2.3. CMRL shall receive Bids pursuant to this Bid/RFP Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by CMRL. Bidders shall submit Bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the CMRL premises at the stations / site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.
- 2.4. Salient features of Bidding Process:
 - a) CMRL has adopted a single-stage two packets Bidding Process for selection of a successful bidder to grant Licensing of Space on Pillars in all along Elevated Corridor of CMRL Network for Placement and Operation of Telecom Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G). **The Bidder shall also submit with his Financial Bid an interest free EMD for Rs. 20,00,000 (Rupees Twenty Lakhs Only).** The interest free EMD shall be in the form of a Demand Draft drawn on any Scheduled Commercial Bank included in the 2nd schedule of RBI Act 1934 in favour of "Chennai Metro Rail Limited" payable at Chennai. The RFP Application shall be summarily rejected if it is not accompanied with interest free EMD. The interest free EMD of the selected Bidder shall be adjusted against the Interest Free Security Deposit as per terms and conditions of the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. If the bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.
 - b) Bidders are expected to carry out extensive survey of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.

c). Schedule of Bidding Process-

Sale of Tender Documents to Bidders	03.08.2016 to 13.09.2016 (on all working days between 10.00-17.00 hrs)
Date of Pre Bid Meeting	17.08.2016 on 11:00 hrs at CMRL Office-Koyambedu Admin Building
Last Date of Receipt of Pre-Bid Queries	20.08.2016 up to 17:00 hrs
CMRL Reply to Pre-Bid Queries	27.08.2016
Date & Time of Submission of Sealed Bids	Latest by 15.00 hrs on 14.09.2016
Date & Time of Opening of Technical Bids	15.15 hrs on 14.09.2016
Date & Time of Opening of Financial Bids	Shall be notified separately
Validity of Bids	180 days from bid submission date

- a. Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Advance Quarterly License Fees and Interest Free Security Deposit to CMRL by Licensee.	Within 15 days of receipt of Letter of Acceptance
Date of Commencement of License Fees	60 days from Date of notice to Handing over/ taking over.
Signing of License Agreement	Within 30 days after payment of due as per LOA
Licensed Period	From the date of Commencement of License Fees

- 2.5 Request for Proposal Document (non-transferable) can be obtained from the O/o-General Manager (P &BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. ., **Cost of RFP Application Fees (Non-refundable) are Rs. 16,000/- (Rupees Sixteen Thousand only) including TNVAT for downloaded document and Rs. 20,000/- (Rupees Twenty Thousand only) is including TNVAT for purchased document.** RFP Document cost shall be

submitted in the form of Demand Draft drawn on any Indian Scheduled Bank in favour of “Chennai Metro Rail Limited” payable at Chennai.

RFP document can also be downloaded from CMRL’s website www.chennaiemtorail.gov.in and may be submitted along with document cost at the time of submission of RFP bids. ***RFP bids submitted without cost of RFP document by the bidders who have downloaded the RFP document from CMRL’s website, shall be out rightly rejected. Late/ delayed RFP bid received after the stipulated date and time of submission of RFP bid shall also be rejected out rightly.***

- 2.6. RFP Bid Form may be submitted on the prescribed date, by the notified time, and submitted to -

**The Office of GM/P&BD,
Admin Building, CMRL Depot,
Poonammallae High Road, Koyambedu,
Chennai – 600 107.**

- 2.7. Bids received after Last Date & Time of Submission of Bid shall not be accepted under any circumstances.
- 2.8. In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:
- i. For the purpose of evaluation of the Consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.
 - ii. 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.
 - iii. 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 and or to terminate the License Agreement after 30 day notice.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period shall not be less than 15%.
 - v. Partners of the JV/Consortium 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 severally liable for the performance of License Agreement.
- 2.9. 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.
- 2.10. The Bids submitted without cost of Bid/RFP Document by the Bidders shall be out rightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected out rightly.

3. Disclaimer

- 3.1. This RFP Document is not an offer but is an invitation by CMRL to the Bidders for participation in the tendering process for selection of Licensee. This RFP Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by CMRL. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.
- 3.2. Information provided in this RFP Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CMRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the CMRL, immediately, by the Bidders. If CMRL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP Document.
- 3.3. This RFP Document may not be appropriate for all persons, and it is not possible for CMRL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.
- 3.4. CMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this RFP Document. CMRL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise arising in any way for participation in this Bid Stage.
- 3.5. The issue of this RFP Document does not imply that CMRL is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and CMRL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are

expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

4. Objective and Scope

4.1. Objectives of RFP Document:

- a). Licensing of space on pillars in All Elevated Corridor for placement and operation of telecom equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in CMRL network.
- b). To augment non-operational revenue of CMRL through Licensing of Space.
- c). To enhance mobile coverage in All Elevated Corridor/section of CMRL.

4.2. Scope-

- a) In elevated section of CMRL, the stations and viaduct are raised on pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 4-5 sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6.5m at road crossing. If it is an over bridge crossing road, this clearance may be 15m to 18m. In some sections, the viaduct is supported on two columns.
- b) The elevated portion of Phase-I is about 19.26 kms from Koyambedu to St Thomas Mount, Little Mount to Airport consisting of approximate 600 pillars. The space on pillars of Elevated Corridor I&II of Phase-I are hereby offered for placement and operation of telecommunication equipment for Providing Shared Mobile (Cellular) Coverage (of 2G/3G/4G only).
- c) The Selected Bidder(s) as per their bid, shall be licensed with spaces on pillars subject to minimum of 500 pillars, as detailed at Annexure-1, for Placement and Operation of Telecommunication Equipment on pillar for Providing Shared Mobile (Cellular) Coverage (of 2G/3G/4G only) in CMRL network (hereinafter referred to as "Permitted Activity") subject to the terms and conditions specified in the RFP Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity. CMRL is free to market, pillars beyond the mentioned numbers on open/limited/single tender basis.
- d) The telecom solution as a concept shall be offered by operator whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said telecom solutions shall offer shared solution for various types of telecom operators such as GSM/CDMA Technologies.
- e) The Selected Bidder(s) shall be required to set up and manage the common shared cell telecom solution at the Licensed Premises. The Selected Bidder shall in turn provide the services of telecom solution to various telecom operators and other agencies by charging them appropriate licensee fee. The Selected Bidder in turn shall pay a fixed amount of monthly License Fee and

other charges along with applicable taxes, quarterly in advance, to CMRL.

- f) Space on pillar: CMRL shall provide 1.5m wide space on the metro pillars for clamping of telecommunication equipment. The clamped equipment should be installed below bottom of pier cap and should not protrude/project beyond 2 ft of pillar surface. Road /traffic conditions and regulations of civic/statutory authorities in regard to installations nearby road must be taken care of by the licensee.
- g) Based on technical feasibility Right of Way (ROW) may be provided (OFC) and power cables along station building area and viaduct to connect equipment as per procedures of CMRL and using cables as per specifications of CMRL e.g FRLS in elevated section and LSZH in underground section. If technically feasible, CMRL shall provide the required fibre to Licensee on CMRL fixed price. Fibre can enter/ exit at station. Fibre and power cable can run along track for connecting equipment on pillars.
- h) Any space requirement at any elevated metro station for placement of backhaul equipment & linking these equipment shall be provided subject to minimum of 1 sqm & technical feasibility @ Rs 13,000/- per sqm/month. Additional area, if required, shall be provided on pro- rata basis, if feasible. Infrastructure of 2 different contracts are not to be shared.
- i) Licensee fee shall be charged on per pillar/month basis for the aforesaid pillar space.
- j) The telecom solution provided by Selected Bidder shall-
 - i. Include all cellular standards such as GSM, CDMA, W-CDMA, LTE. etc. (upto 4G only)
 - ii. The telecom coverage may be provided through distributed antenna system and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
 - iii. The technical specifications of the technology solution should not be inferior to the technology being used by the individual mobile operators presently providing services in CMRL Network.
- k) Maximum three operators shall be allowed as per this RFP Document to carry out the Permitted Activity within Licensed Premises. The Selected Bidder shall obtain prior permission from CMRL to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 3 (three), shall increase the License Fee by 20% for each new telecom operator. Additional space at station for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavor to have tie-ups with mobile service providers for the authority to receive their signals and

propagate them. Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and CMRL.

- l) The Licensed Space shall only be utilised by the Licensee or its associates/permitted operators as per Terms and Conditions of RFP Document/Draft 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 permissible limit, license fee shall be charged at double the rate of license fee applicable for 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 Licensed Premises.
- m) The sites shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- n) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time.
- o) The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- p) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work.
- q) After completion of work as built drawings shall be submitted to CMRL.

4.4. Licensee shall be responsible for the following activities:

- a) The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Network (2G/3G/4G). 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 shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by CMRL, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by CMRL.
- b) Designing of all units / structures to complement station architecture/design for installation of telecommunication equipment.
- c) Procurement, fabrication, installation & erection of equipment. The equipment

installation shall be within the Licensed Premises only. Licensee shall prepare the plan for approval for CMRL.

- d) Appoint competent nodal officer to interact with nodal CMRL representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire Licensed 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.
- j) All statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by CMRL), payments and charges in respect of the Licensed Premises and the Permitted Activity including Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. .
- k) 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 as detailed at Annexure-9.2.

5. Eligibility Criteria

- 5.1. The Bidder must be registered with Department of Telecommunications, Government of India as authorized Infrastructure provider in IP-1 category.

In case of JV/Consortium, the above needs to be fulfilled by all the constituting members.

6. General Terms for grant of License

- 6.1. The details of pillars in All Elevated Corridor of CMRL network in offer, as per scope of license, for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) are detailed at **Annexure-1**. License Fee shall be charged, subject to **minimum of 500 pillars**, based on the number of pillars handed over to the Licensee subsequent to issuance of Letter of Acceptance (LOA) and its payments. The total number of pillars licensed shall be finalised within fitment period. For pillars beyond this time frame, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of CMRL. CMRL is free to market, pillars beyond this time frame on open/limited/single tender basis.
- 6.2. Additional pillars may be provided to the Licensee based on availability and feasibility at the sole discretion of CMRL. Interest free Security Deposit shall also be updated for the additional area within 15 days from the date of handing over. The tenure of such addition area/ location shall be coterminous with the License Agreement.
- 6.3. **Tenure of License Agreement:** The License shall be for a period of six (6) years, from the date of handing over of first lot of pillars subsequent to issue and payment of LOA. License period of the pillars handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 6.4. **Commencement of License Fee:** The pillars shall be handed over to Licensee after receipt of full payment as stipulated in LOA. Fitment period shall commence from date of handing of the Licensed Premises. Fitment period is of 60 days, shall also be applicable in case of additional pillar(s) or shifting of existing pillar(s) during the License Period. The Licensee shall complete its fitment in all respects within the specified fitment period i.e. 60 days. The License Fee shall commence immediately after the expiry of fitment period for the concerned handed over pillar(s).
- 6.5. The Licensee shall pay to CMRL, quarterly in advance, all payments requested as per details and rates indicated in the table below-

SL.NO	Item	Rate
1	License fee for Space at pillar	Rs. XXXXXXX/- Per Pillar/Month (Accepted rates of Selected Bidder) + Service Tax
2	License fee for Space in All Elevated Corridor for Placement of Backhaul Equipment	Rs 13,000/- per sqm/month+ Service Tax
3	Cable Tray (Station)	Rs. 1,500/- Per Station/Month+ Service Tax
4	Maintenance charge for space at station	Rs. 3,500/- Per Station/Month+ Service Tax
7	Energy Consumption charges(Energy consumption as per installed energy meter)	Rate of electricity for permanent electrical connection shall be charged as per prevalent TANGEDCO tariff orders issued.

- 6.6. The License Fee of Space at Pillar, License Fee for Space at Station for placement of backhaul equipment, License Fee for Spaces on Cable Trays and Maintenance Charges for Space at Station shall be increased by 7.5% per year on compounding basis after completion of every year of License Period.
- 6.7. License Fee and other dues shall be payable quarterly in advance to CMRL, by 15 days prior to end 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 payment of License Fee of next quarter. However, the first quarterly advance License Fee shall be payable within 30 days from date of issue of LOA. The advance quarterly License Fee along with other charges and service tax applicable shall be paid by DD in favour of CMRL payable at Chennai. Licensee can also pay the above by RTGS/NEFT after taking prior approval of CMRL; the dues should be paid by RTGS/NEFT.
- 6.8. **Interest Free Security Deposit (SD)-**
- 6.9. Selected Bidder shall submit Interest Free Security Deposit to CMRL equivalent to Annual (12 months) License Fee of Pillar(s) applicable for final year of the License Agreement. In case of subsequent handing over of additional pillar/area enhanced to the Licensee, Interest Free Security Deposit shall be updated as per updated pillar/area under possession of Licensee.
- 6.10. Interest Free Security Deposit shall be in the form of a demand draft issued by a Scheduled commercial Bank included in the 2nd Schedule of RBI act 1934, 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
- 6.11. The Interest Free SD shall remain unchanged for (+/-) 10% variation in area/pillars.
- 6.12. In case of joint venture/Consortium, the Interest Free Security Deposit shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit (while ensuring the Interest Free Security Deposit 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 is acceptable.
- 6.13. **'As is where is basis':** - The Licensee shall be licensed with the said Licensed 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 CMRL the said additions and alterations shall be carried out by the Licensee at own cost and shall not be entitled for any compensation for any additions/alterations 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 Licensed 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.

- 6.14. Service Tax and surcharge thereon, as applicable from time to time, shall also be additionally 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 Fee for onward remittance to the Government/Authority. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities in connection with this License.
- 6.15. Payment of stamp duty on License Agreement or any other document to be executed in pursuance of this Bid shall be borne by Licensee.

7. Submission of Bids by Bidders

- 7.1. No Bidder shall submit more than one Bid for this RFP Document.
- 7.2. The RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP Document, in the event of any conflict between them, the priority shall be in the following order:
- a). License Agreement
 - b). RFP Document;
- i.e. the License Agreement above shall prevail over RFP Document.
- 7.3. 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. 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 Bid should be furnished in the format at **Annexure 2 to 8**, clearly providing the details for fulfilling Eligibility Criteria. The RFP Documents shall be signed by the Bidder's Authorised Signatory.
- 7.6. Cost of RFP Document/RFP-Bidders is required to deposit non-refundable cost of RFP Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of RFP Document shall be acceptable in the form of Demand Draft in favour of "Chennai Metro Rail Limited" payable at "Chennai". The cost of RFP Document shall be submitted in person by the specified date and time to "General Manager/ Planning & Business Development, Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. The Bids of the Bidders who fail to submit the cost of RFP Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 7.7. Earnest Money Deposit:-

The Bidder shall furnish as part of its Bid, Earnest Money Deposit of **Rs. 20,00,000 (Rupees Twenty 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.

- a. Bid not accompanied by the EMD shall be summarily rejected as non-responsive.
- b. 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.
- c. 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.
- d. 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.
- e. 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;

7.7. The Bid 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 RFP Document. 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 RFP Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.

7.8. PREPARATION OF BIDS:

- i). Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- (ii) The financial bid (Annexure-8) should contain the quote for the License fee offered.
 - (iii) The rate should be clearly indicated in words and figures. Wherever there is discrepancy between words and figures, the rate indicated in words shall apply.
 - (iv) There should not be any over writing / cutting in the rates tendered. The terms & conditions other than these shall not be considered and shall be rejected forthwith.
2. The Financial bid as prescribed should be filled in original and should be sealed in a separate cover. The financial Bid should be super scribed as "TENDER FOR "Licensing of Space on Pillars in All Elevated Corridor of CMRL Network for Placement and Operation of Telecom Equipment for Providing Shared Mobile (Cellular) Coverage(2G/3G/4G) - FINANCIAL BID".
- d) Applicants are to indicate the number of documents they have submitted as part of their Technical/Financial Bid. Applicant should sign/initial on each page of the documents submitted for Technical Bid and Financial Bid.
 - e) The EMD, Technical bid and Financial bid should be in separate sealed envelopes marked as above and addressed to the General Manager (Planning & Business Development),Admin Building, CMRL Depot, Koyambedu, Chennai 600 107.
 - f) The tenders containing EMD (Envelope-I), Technical bid (Envelope-II) and Financial bid (Envelope-III) in separate sealed envelopes as above should be submitted in a sealed outer- envelope super scribed as 'TENDER FOR "Licensing of Space on Pillars in All Elevated Corridor of CMRL Network for Placement and Operation of Telecom Equipment for Providing Shared Mobile (Cellular) Coverage(2G/3G/4G) " and addressed to General Manager (Planning & Business Development), Admin Building, CMRL Depot, Koyambedu, Chennai 600 107.
 - g) Summarizing, the outer envelope will have three envelopes within it viz EMD envelope, Technical Bid envelope and Financial Bid envelope. If the EMD envelope is not in a separate exclusive envelope then the tender will be considered as 'non-compliant' and will be returned to the tenderer. The tender comprising the technical & financial bid should be signed by the authorized signatory.
 - h) The authorization letter for the signatory shall be in Power of Attorney, the format of same is attached here with in Annexure-4.
- 7.10. **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 tender. CMRL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 7.11. **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting CMRL premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of placement of equipment, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 7.12. **Pre-Bid Conference:** - The date and time for Pre-Bid conference of the Bidders

has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. CMRL shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by CMRL. CMRL's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant. Tenderers may submit their queries to gmpd.cmrl@tn.gov.in mail id.

- 7.13. 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 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 RFP document;
 - d). satisfied itself about all matters, things and information herein above 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/ 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.
- 7.16. 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by CMRL.
- 7.17. **Verification and Disqualification:** CMRL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP 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.
- 7.18. **Amendment of RFP Document/RFP-**
- a). At any time prior to the Bid Due Date, CMRL may, for any reason, modify the RFP Document by the issuance of Addenda / Corrigenda.

- b). Any Addendum / Corrigendum issued hereunder shall be uploaded on CMRL Website www.chennaietrorail.gov.in
- 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.
- d). The Bidders are requested to get in touch with CMRL Website www.chennaietrorail.gov.in for all updates on the RFP Document such as addendums, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

7.19. Preparation and Submission of Bids

- a). **Format and Signing of Bid:** The Bidder shall provide all the information sought under this RFP Document 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 initialed by the person(s) signing the Bid.

7.20. Bid Submission Date: Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. CMRL will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected.

7.21. Notwithstanding anything contained in this RFP 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 therefore.

7.22. 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:

1. Tender(s) shall remain valid for a period of 180 days from the date of opening of the financial bid in envelope 'III'. If any tenderer withdraws during the validity period, his earnest money deposit will be forfeited. However, the tenderer(s) can withdraw the Earnest Money Deposit after the validity is over or may extend the validity of the tender(s) with the consent of CMRL.
2. The bidder shall calculate the total Security deposit (i.e. one year license fee) payable for all the Spaces on pillars where he has been declared as the successful bidder and furnish the security deposit in single demand draft issued by a scheduled bank in favour of "Chennai Metro Rail Limited" and payable at "Chennai" within 15 days from the date of receipt of Letter of Award (LOA). The security deposit shall not carry any interest during the tenure of the license.
3. The security deposit shall be returned, after deductions, if any, made in accordance with this contract, to the bidder on his application within 15 (fifteen) working days after the Spaces on pillars is handed over to CMRL after the expiry of the license period.
4. CMRL reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
5. CMRL reserves right to reject any or all tender(s) in part or in full without assigning any reason.
6. The successful tenderer shall be required to pay to CMRL "quarterly license fee" in advance at the rate quoted in the tender which will be compounded by 7.5% every year.
7. The first quarterly license fees/ space rent, would become payable to the CMRL, prior to taking of possession. Thereafter, the Fixed license fees would be payable in quarterly installments in advance, fifteen days prior to the end of running quarter.
8. If two or more bidders have quoted same amounts and the bid amount being the highest, then such bidders will be given an opportunity to furnish another sealed cover revising their financial bid, which shall be higher than the amount previously quoted.
 - a. The revised financial bid shall be submitted by 15.00 hours next day after the financial bids have been opened. If the date to receive the revised financial bid is a holiday, then the next working date will be date for submitting the revised financial bid. The revised bid will be opened at 15.15 hours on the same day set for receiving the revised financial bid.
 - b. In an event if again two or more bidders have quoted the same amounts, then CMRL will resort to an open auction among the same highest offers received and the bidder who offers the highest amount will be declared as successful bidder. The auction will be conducted on the same day.

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 Selected 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.

Details of Location

S/No	Corridor	Stretch	Quantity of Pillars
1	I	Little Mount to Chennai Airport	275 Nos
2	II	Koyambedu to St Thomas Mount	225 Nos

Letter comprising the Bid
(On Official letterhead of the Bidder)

No:

Dated:

To,

GM (Planning & Business Development),
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
Chennai – 600107.

Sub: Bid for licensing space on pillars in All Elevated Corridors Line for placement and operation of telecom equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G).

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 space in CMRL network for Licensing space on pillars for telecom solutions for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in All Elevated Corridors. . 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/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/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 Tender process including the award of License.
 10. I/ We offer Earnest Money Deposit to CMRL in accordance with the RFP/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 in 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/Bid 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 RFP 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 declare that the submitted RFP Documents are same as available copy downloaded from CMRL's website i.e. www.chennaietrorail.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 CMRL's website, 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 :
Address of the corporate
 - (c) 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 :

Sl. No	Name of Member	Percentage stake in the JV/ Consortium	Role*
1			
2			
3			

Signed.....

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

Designation

Place:

Date:

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 executants(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

[On non-judicial stamp paper of appropriate value to be purchased in the name of the executants]

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, 2013 and having Corporate Identification Number _____ and 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 Corporate Identification Number _____ and its Registered Office at _____ and 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 Corporate Identification Number _____ and its Registered Office at _____ and 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 _____ ("Project") in terms of the RFP 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 RFP 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 them.

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.

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the Licensed 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 Limited., (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 fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for _____ executing the Project.
4. That the Consortium have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the CMRL or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of RFP Documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to

CMRL and execution of the Project.

5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the CMRL and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. That the share-holding of the members of the Consortium for this specified purpose shall be as follows:
7. (i) The Lead Member shall have _____per cent (___ %) of share-holding with reference to the Consortium for the specified Project.
8. (ii) The Participant Member shall have _____ (___ %) of share-holding with reference to the Consortium for the specified Project. That in case to meet the requirements of RFP 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.
9. 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.
10. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation execution of the Project if awarded to the Consortium in the Memorandum& Articles of Association of the Consortium to be got incorporated by the members of the Consortium 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. (_____) _____ Authorized Signatory	2. (_____) (_____) Authorized Signatory	3. _____ Authorized Signatory
(_____) _____ For (Name of company)	(_____) _____ For (Name of company) company)	(_____) For (Name of

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 of 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 authorize 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.....,2015.

(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 ensure that there shall be no change in the stake holding of the members of the Consortium during the tenure 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 Bid/RFP : Licensing of Space on pillars in All Elevated Corridor of CMRL Network for placement and operation of telecom Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G).
- 2) Bid /RFP Documentation:
- 3) Tenure of License:
- 4) We hereby offer the following rate of License Fee, in Rupees per pillar/month for Licensing of Space on pillars for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G), payable to CMRL as specified in the Bid/RFP Document.

SL NO	Section	Number of pillars (Minimum =500 pillars)	License Fee per pillar/month	
			In Figures	In words

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.

DRAFT LICENSE AGREEMENT
(License Agreement No.....)

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’ or “CMRL” which expression shall unless repugnant to the context mean and include it’s successors and assigns) of the **First Party**

M/s-----a Company incorporated under the provisions of [Companies Act,1956 OR Companies Act, 2013] and having its Registered office at-----herein after referred to ‘Licensee’ which expression shall unless repungent 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 non-operating revenue, had invited Bids from the eligible parties for licensing of space on pillars in All Elevated Corridor of CMRL network for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) (“**Permitted Activity**”).
- b) Pursuant to evaluation of the bids received, CMRL has accepted the bid of M/s.....and has issued M/sa Letter of Acceptance (LOA) bearing No. _____ dated _____ (**‘LOA’**), requiring *inter alia*, the execution of this License Agreement, within 45 days of handing over of Licensed Premises.
- c) Based on Terms and Conditions of RFP Document and after due inspection and verification of the building and Licensed 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) Accordingly, CMRL has agreed to provide Licensee the Licensed Premises for undertaking the Permitted Activity, on the terms and conditions contained in this License Agreement.
- e) The Licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the Permitted Activity at the Licensed Premises. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed 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.

- f) The CMRL has accordingly agreed to provide the Licensed Premises on license to the Licensee for carrying out the Permitted Activity on the terms and conditions contained in this Agreement.

Each individually a “**Party**” hereto, and collectively the “**Parties**”.

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

2. Definitions-

- 2.1. “**Agreement**” means this License Agreement executed between CMRL and Selected Bidder and includes the LOA, RFP Document, any amendments, annexures and any other document forming part of the Bidding Process hereto made in accordance with the provisions hereof.
- 2.2. “**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.
- 2.3. “**Applicable Permits**” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws, in connection with the Permitted Activity and the Licensed Premises during the subsistence of this Agreement.
- 2.4. “**Bid**” means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by CMRL to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof.
The words “Bid” and “Tender” are used synonymously.
- 2.5. “**Earnest Money Deposit**” means the refundable amount to be submitted by the Bidder along with Bid/RFP documents to CMRL
- 2.6. “**Commencement Date**” means as described in License Agreement.
- 2.7. “**Damages**” shall mean any claim of CMRL against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which CMRL shall be entitled to claim and adjust the Performance Security.
- 2.8. “**CMRL**” means Chennai Metro Rail Limited.
- 2.9. “**Fit-out Period**” or “**Fitment Period**” means the period for carrying out fit out activities in order to operationalise the Licensed Spaces.
- 2.10. “**Interest Free Security Deposit**” means interest free amount/Bank Guarantee 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.

- 2.11. **“License”** means the grant of License by CMRL to the Licensee to utilize the Licensed Premises under terms and conditions of this RFP Document.
- 2.12. **“Licensee”** means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.
- 2.13. **“License Fee”** means the amount payable by the Licensee to CMRL against licensing of space 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.
- 2.14. **“License Period”** means as described in License Agreement.
- 2.15. **“Licensed Premises”** or **“Licensed Space”** means the space, on “as is where is basis”, to carry out Permitted Activity.

3. Objective and Scope

3.1. Objectives of License Agreement are set herewith:

- a). Licensing of the space on pillars for use by Licensee for placement and operation of telecom equipment for providing shared Mobile (Cellular) Network (2G/3G/4G).
- b). To augment non-operational revenue of CMRL through Licensing of Space.

3.2. **Scope-**

- a) Notwithstanding anything stated herein, the license over the Licensed Premises granted under this Agreement is only for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage (of 2G, 3G & 4G only).
- b) The Licensed Premises shall be provided to Licensee to carryout Permitted Activity as per terms and conditions of this Agreement.
- c) The telecom solution as a concept shall be offered by Licensee whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said telecom solution shall offer shared solution for various types of telecom operators such as GSM/CDMA Technologies.
- d) The Licensee shall be required to set up and manage the common shared telecom solution on CMRL pillars.
- e) The Licensee shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, as per the terms of this Agreement to CMRL.
- f) The sites shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- g) Licensee shall ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in all elevated section
- h) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications etc from time to time.
- i) The Licensee shall be responsible for obtaining necessary permissions from Department of Telecommunications (DOT) and comply with all the guidelines issued by DoT from time to time. Any Law/Instruction issued by local authority, in this regard, shall also be adhered to.
- j) The Licensee shall first utilize the telecommunication infrastructure of CMRL on commercial terms wherever technically feasible before considering

alternate facilities.

- k) The sites shall exclusively belong to the CMRL, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- l) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications from time to time.
- m) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.
- n) After completion of work, as built-up drawings shall be submitted to CMRL.

3.3. The Licensee hereby covenants as follows:-

- a. Licensee hereby assumes responsibility for Providing Shared Mobile (Cellular) Network (2G/3G/4G) in elevated stations/section of Chennai Metro by Placement and Operation of Telecommunication Equipment on pillars . The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed 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.
- b. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from CMRL in this regard.
- c. The Licensee confirms having examined the potential locations at Selected Metro Sections in detail and fully understands and comprehends the technical requirements for Permitted Activity. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Sections 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.
- c. Licensee shall also adhere to-
 - i. Procedure of CMRL regarding release of electric supply is as detailed at Annexure-9.2.
- e. That CMRL and Licensee represent and warrant that they are empowered, authorized and able to enter into this Agreement.

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

- a) The Licensee shall operate the Licensed Space for Providing Mobile Cellular Network 2G, 3G & 4G only by Placement and Operation of Telecommunication Equipment. The Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. CMRL shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the (part of) plan is not approved by CMRL, Licensee is required to submit revised plan for approval. All further modification/ revision in plans are required to be approved by CMRL.
- b) Designing of all units / structures to complement station architecture design 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 competent nodal officer to interact with concerned CMRL representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire Licensed Premises.
- f) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, Department of Telecommunications (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.
- j) Service Tax and surcharge thereon, as applicable from time to time, shall also be additionally 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.
- k) Licensee shall also adhere to procedure of CMRL regarding release of electric supply as detailed at Annexure-9.2.

4. Disclaimer

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.

- 5. Licensed Premises:** CMRL hereby agrees to provide a part of its premises on pillars on license basis to the Licensee solely for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G). The Licensed Premises shall be as:
- 5.1. Space on pillar surface: In elevated section of CMRL, the stations and viaduct are raised by pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 4-5 sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6.5m at road crossing. In some sections, the viaduct is supported on two column.
 - 5.2. The median between pillars is with road owning civic agency. Hence, cabling to be done with their consent. Licensee should check feasibility of fixing their unit on column already having advertisement panel.
 - 5.3. The pillars, as detailed at Annexure-9.1, subject to minimum of 500 pillars are hereby licensed for placement and operation of telecommunication equipment for Providing Shared Mobile (Cellular) Coverage (of 2G/3G/4G only). The total number of licensed pillars shall be finalised within fitment period. For pillars beyond this time frame, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of CMRL. CMRL is free to market, pillars beyond this time frame on open/limited/single tender basis.
 - 5.4. Space on Pillar: CMRL shall provide 1.5m wide space on the metro pillar for clamping of telecommunication equipment. The clamped equipment should be installed below bottom of pier cap and should not protrude/project beyond 2ft of pillar surface.
 - 5.5. Space at station: Any space requirement at Elevated station for placement of backhaul equipment may be provide bare space on roof-top (without air conditioning), by CMRL based on technical feasibility, subject to minimum of 1sqm at astation for placement of equipment for linking these telecom equipment @ Rs 13,000/- per sqm/month. Additional area, if required, shall be provided on pro-rata basis, if feasible. Infrastructures of 2 different contracts are not to be shared.
 - 5.6. Based on technical feasibility Right of Way (ROW) may be provided for laying power cables along station building area and viaduct to connect equipment as per procedures of CMRL and using cables as per specifications of CMRL e.g FRLS in elevated section and LSZH in underground section. If technically feasible, CMRL shall be providing the required OFC to Licensee at CMRL fixed cost.

- 6. Permitted Activity:** Licensee shall provide telecom solution for providing and enhancement of shared mobile (cellular) coverage (2G/3G/4G) around pillars on which spaces has been licensed.
- 6.1. The Licensee has the option to appoint maximum 3 (three) telecom operators to carry out the Permitted Activity within the Licensed Premises (for total number of pillars). The Licensee shall ensure that any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of this Agreement executed between CMRL and Licensee.
- 6.2. The telecom solution provided by the Licensee shall:
- a) Include all cellular standards such as GSM, CDMA, W-CDMA, LTE, etc.
 - b) The telecom solution coverage shall be provided through Distributed Antenna System and it shall be left to the Licensee to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
 - c) The technical specifications of the technology solution to be adopted by the Licensee should not be inferior to the technology being used by the individual mobile operators presently providing services in CMRL Network.
 - d) The Optical Fibre Cable or any other cable laid in ROW shall be used for linking of its equipment for permitted activity only. No other data of whatever type shall be permitted on this fibre cable.
- 6.3. Maximum three operators shall be allowed as per this License Agreement. The Licensee shall obtain prior permission from CMRL to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 3 (three), shall increase the License Fee by 20% for each new telecom operator. Additional space at station or additional pillar within the section of coverage for increase in number of telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers of Chennai for the authority to receive their signals and propagate them further, the agreement between Licensee and the operators shall cease in case of termination of license agreement between Licensee and CMRL.
- 6.4. The Licensed Space shall be utilised only by the Licensee or its associates/permitted operators as per terms and conditions of this Agreement. In this regard, the Licensee shall obtain prior written permission for operators to operate in the licensed premises. If at any stage during License Period, it is found that the total operators for the licensed premises is more than permissible limits, License Fee shall be charged at double the rate of License Fee applicable for permitting single operator for licensed premises on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operator(s) vacate the Licensed Premises.

7. Tenure of License

- 7.1. Commencement Date- License Agreement shall commence from date of handing over of first lot of locations.
- 7.2. License Agreement shall be valid for a period of 06 (six) years, starting from the Commencement Date, unless otherwise terminated as provided in Termination clause.
- 7.3. The tenure of License for any location handed over subsequently shall be co-terminus with the stations handed over in first lot.
- 7.4. Based on the first 6 (six) years performance, extension may be granted for another period of 3 (three) years but only on mutually agreed terms and conditions. CMRL reserves the right to not grant such extensions without assigning any reason whatsoever. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted.
- 7.5. If the Licensee is desirous of terminating the license hereby created without giving 6 months' notice, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by CMRL. In such a case, the Interest Free Security Deposit shall be forfeited in favour of CMRL and outstanding dues, if any; payable to CMRL will be recovered. No grace period shall be provided to licensee in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else CMRL will seize their property. CMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 7.6. The Licensee shall have option to exit from the License Agreement after giving 6 months' notice. In such a case, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any payable on the part of licensee. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from licensee. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else CMRL will seize their property. CMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 7.7. On operational ground or any other Administrative Exigencies: CMRL reserve the rights to terminate the License Agreement by giving six month advance notice in such exigency. The License agreement shall stand terminated and the Security Deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from CMRL premises within 30 days of issue of termination letter, failing

which these belongings shall become property of CMRL. CMRL shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.

- 7.8. In case of successful completion of the full term of the License period i.e. 6 (six) years of License Agreement, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any.

8. License Fee

- 8.1. **Commencement of License Fee:** License Fee shall commence after fitment period of 60 days. Fitment period shall commence from date of handing over of the Licensed Premises. Fitment period of 60 days shall also be applicable in case of additional location or shifting of existing location during the License Period for placement and operation of telecommunication. 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.
- 8.2. The Licensee shall pay to CMRL, on quarterly basis, all payments requested as per details and rates indicated in the table below-

S No	Item	Rate	Remarks
1	License Fee For Space on Pillar	Rs. XXXXXXX/- Per pillar/month (Accepted rates of Selected Bidder) +Service Tax	
2	Cable tray Charges(Station)	Rs. 1,500 /- Per Station/ Month+Service Tax	For station where equipment have been placed
3	Maintenance charges of Space (Station)	Rs. 3,500/- Per Station/ Month+Service Tax	For station where equipment have been placed
4	License fee of Space at Elevated Station	Rs. 13,000 /- Per Station/ Month+Service Tax	For station where equipment have been placed
5	Energy Consumption Charges (Energy consumption as per Installed Energy Meter)	Rate of electricity for Permanent Electrical Connection shall be charged as per prevalent tariff orders issued by TANGEDCO	

9. Payment Terms:

- 9.1. The License Fee and other dues shall be payable quarterly in advance to CMRL, fifteen days prior to the end of running quarter. However, the first quarterly fixed License Fee shall be payable before expiry of fitment period. License Fee shall be charged on the actual number of pillars handed over to Licensee subject to minimum of 500 pillars.
- 9.2. The License Fee of Space on Pillar, License Fee of Space at Station, Cable Tray Charges and Maintenance Charges shall be increased by 7.5% on completion of every year of License Period on a compounding basis.
- 9.3. 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.
- 9.4. 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 Fee.
- 9.5. Licensee may submit the dues in the form of Demand Draft/ Cheque in favour of CMRL payable at a scheduled commercial bank dawn on Chennai.
- 9.6. Non-payment of License Fee and other dues.
 - a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle CMRL to terminate the License Agreement as per provisions stipulated in this 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 on outstanding dues 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 day notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected if the Licensee fails to deposit the outstanding dues.

- i. 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's Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the Licensed Premises shall be discontinued on the 16th day of issuance of notice.
 - ii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
 - iii. Interest Free Security Deposit shall be forfeited on termination of contract after adjustment of all the dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit, shall be recovered from the Licensee.
- 9.7. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, this Agreement shall stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.
- 9.8. In case of non-vacation of Licensed Premises within stipulated period after termination on account of non-payment of License Fee and other dues, the Licensee voluntarily agrees to permit the Licensor "to disconnect all utility services including electric supply to the Licensed Premises and to seal the Licensed 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.

10. Interest Free Security Deposit

- 10.1. The Licensee shall submit Interest Free Security Deposit to CMRL equivalent to Annual (12 months) License Fee applicable for final year of the License Agreement and based on pillars/area under possession of Licensee as on date of submission of Interest Free Security Deposit. In case of subsequent handing over of additional pillar/area to the Licensee, Interest Free Security Deposit shall be enhanced and updated as per updated area under possession of Licensee.
- 10.2. Interest Free Security Deposit 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
- 10.3. Interest Free Security Deposit shall remain unchanged for (+/-) 10% variation in area or number of pillars.
- 10.4. In case of Joint Venture/Consortium, the Interest Free Security Deposit shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit (while ensuring the Interest Free Security Deposit 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 is permissible.
- 10.5. CMRL reserves the right for deduction of 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.
 - 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 which remain due after completion of relevant actions as per agreement.
- 10.5. Once the amount as above is debited, the Licensee shall replenish the Security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee's Event of Default.

11. Taxes and Other Statutory Dues-

- 11.1. Service Tax and surcharge thereon, as applicable from time to time, shall also be additionally paid by the Licensee.
- 11.2. The property tax on the property of CMRL, if applicable shall be borne by CMRL.
- 11.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fee 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.
- 11.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.
- 11.5. Appropriate Charges towards insurance of the said Licensed Premises throughout the License Period including third party insurance.

12. Regulations for Preparation and Utilisation of Licensed Premises-

- 12.1. **'As is where is basis'**: The Licensee shall be provided with license for the said Licensed 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 CMRL 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 Licensed 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.
- 12.2. Licensee shall prepare and submit the design/layout plan of placement of Telecommunication Equipment for approval of CMRL. CMRL shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Licensed Premises of this Agreement. The Licensee shall submit Layout plan of space showing placement of equipment for approval of CMRL before installation of equipment at the Licensed Space.
- 12.3. **Approval of Plan**: All the sites proposed by the Licensee in the plan shall be subject to approval by CMRL with regard to
- a) Structural stability,
 - b) operational feasibility,
 - c) aesthetics,
 - d) Safety & security concerns.
- 12.4. If the plan does not conform to the requirement of this Agreement, CMRL 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.
- 12.5. No damage to be done to existing pillar drainage and rain harvesting structure at central verge of pillar. As suggested, no holes, nails, must be drilled into pillar/viaduct nor any damage to pile cap. Hosting of equipment via drilling strictly prohibited on pillars. Licensee to propose alternate means, include clamping, for approval of CMRL.
- 12.6. Alterations and Renovations: -
- a) The Licensee will be allowed to carry out any alterations or renovations within the said Licensed Premises but without altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from CMRL 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 shall be responsible for the costs of removing debris from the Licensed 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.
- 12.7. 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.
- 12.8. 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 challenged in whatever manner.
- 12.9. The Licensee shall 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.
- 12.10. 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 passer-byes due to lapses on the part of the Licensee shall 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 Licensee's Event of Default that shall entitle CMRL to terminate this Agreement with 30 days written notice.
- 12.11. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the Chief Engineer/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Chief Engineer/Property Business as per extant policy of CMRL. It is clarified that the permission to the Licensee shall not be unduly denied.
- 12.12. 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 shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of 2 (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.

- 12.13. **Solid Waste or waste:** - A separate area may be earmarked within the Licensed Premises for the purpose of storage, which has proper system for extrication pollutants and waste materials. The Licensee shall have to make arrangements for disposal of solid waste, which will be got removed from the Licensed Premises on a daily basis to ensure perfect cleanliness. The Licensee shall 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 off on CMRL land or Licensed Premises a penalty/fine of Rs. 2000/- will be imposed by CMRL for each occasion.
- 12.14. No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in 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 be subject to architectural controls that may be issued by CMRL. Licensee can place signage at pillars that are required under any statutory/ legal etc. binding only.
- 12.15. 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.
- 12.16. Licensee shall at its 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 Licensed Premises.
- 12.17. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
- a) Supervise the operations in the said Licensed Premises.
 - b) They shall be responsible for cleanliness and hygiene in the said Licensed 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 endeavor 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 the

Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed 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 shall 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.

12.18. CMRL's covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's use of the Licensed Premises, or the rights granted to the Licensee hereunder:

- a) CMRL covenants and represents that it has full and complete authority to enter into this 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 this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed 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 License 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 License Period 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 Licensed Premises shall remain vested with CMRL who shall 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 fulfilment of the other terms and conditions of this 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 shall be done by Licensee.

12.19. 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.

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

13. Maintenance and Repair of Licensed Premises

- 13.1. Licensee shall keep and maintain the Licensed Premises in neat, clean condition and in safe & sound manner during all the time of License Period as required by the CMRL O&M administration/ municipal authorities. Any defective, weak or corroded structure 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 the Licensed Premises are kept in good working condition.
- 13.2. Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs, attributable to CMRL due to inherent constructional defects in CMRL structure, 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.
- 13.3. The Licensee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there is minimal disruption of the operations of the Station.
- 13.4. 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 upon leaving the Licensed Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 13.5. The said Licensed 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.
- 13.6. 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) Dishonour of drafts and Cheques given by Licensee in favour of CMRL.
 - e) Misbehaviour with staff and commuters of CMRL.
 - f) Not following safety and security norms as may be indicated by authorized representative of CMRL.
- 13.7. The amount of penalty shall become double the specified amount after three years from the date of commencement of License Agreement.

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

14. CMRL's Infrastructure/ Facilities -

- 14.1. 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 – 9.2. 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 TANGEDCO charges 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 nearest point. All works related to fixing / connection of requisite MCB/MCCB in existing bus bar and further distribution along with electrical energy meter on payment of required charges as specified in Annexure-9.2. 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-9.2) 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.
- 14.2. **Water & Drainage facility:** - No water and drainage facility will be provided by the CMRL.
- 14.3. **Telephone:**-CMRL may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility.
- 14.4. **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.
- 14.5. **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 or his authorized representative is submitted to CMRL or the encroached space is got approved from the CMRL, whichever is later.

- 14.6. **Re-connection Charges:** - The licensee voluntarily agrees to make all payments as may be demanded by the Licensor 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.
- 14.7. **Security Arrangement:** - The Licensee shall ensure safety and security of its equipment installed at the Licensed Premises. CMRL in any case will not take any responsibility and claim and compensation of Licensee shall not be entertained in this regard.
- 14.8. **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, 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.

15. Force Majeure-

15.1. 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 ("**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.
- d) Acts of terrorism.
- 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.

15.2. Such Force Majeure occurrence shall be notified by the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure occurrence 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.

- 16. 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**:-
- 16.1. If the Licensee makes any of the following changes in Ownership:
- i. Any change in percentage stake of JV/Consortium by the members without prior written permission of CMRL.
 - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
 - iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
- 16.2. The Licensee shall maintain the validity of certificates required in Technical Requirements of RFP Document during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.
- 16.3. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or to norms of regulatory authorities, 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.
- 16.4. If the Licensee fails to pay License Fee or other amounts payable by licensee within stipulated period.
- 16.5. If the Licensee is in persistent non-compliance of the written instructions of a CMRL officials.
- 16.6. 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.
- 16.7. If Licensee is in violation of any Clause of this Agreement and after due written notice from CMRL fails to cure the Default to the satisfaction of CMRL.
- 16.8. 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 Licensees 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:
- 15.9 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;
- a) The appointment of a trustee or receiver to take possession of substantially all of Licensees assets;
 - b) The attachment, execution or other judicial seizure of all of LICENSEES assets.

17. Termination:

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

- a) CMRL, after giving due notice of 15 days to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement after giving a 30 days termination notice. 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 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, shall be recovered from the licensee.

17.2. 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 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.

- 18. Upon termination of this Agreement for any reason whatsoever:**
- 18.1. **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 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 termination of agreement. Utility services, including power supply, to the licensed premises shall be discontinued from date of Agreement Termination. 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.
- 18.2. If the Licensee fails to vacate the licensed premises / space within a grace period (free of cost) of 30 days of termination / surrender / natural completion of the agreement, penalty of twice the prevalent monthly license fee shall be chargeable for the occupation for this 30 days period. And after end of this 30 days grace period, CMRL shall take over the goods/property treating at NIL value, even if it is under lock & key; and CMRL shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit available with CMRL. No grace period shall be provided to licensee, if licensee terminates the contract without issue of any notice.
- 18.4. 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. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from other contracts of licensee in CMRL. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else CMRL will seize their property. CMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 18.5. Consequent to issue of termination letter, the said premises will becomes free of all encumbrances for re-marketing.

19. Dispute Resolution

Arbitration: 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.

19.2 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.

19.3 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.

19.4 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.

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

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

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

20. Miscellaneous

- 20.1. **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.
- 20.2. 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.
- 20.3. The Licensee shall comply with the laws of land including Public Premises Eviction Act, Pollution Control Board guidelines regarding advertisement/display. CMRL will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 20.4. 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.
- 20.5. The Licensee hereby indemnify the CMRL against any loss, damage or liabilities (including attorney's fees) arising as a result of any act of omission or commission on its part or on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non observance of any condition which relates to this agreement.
- 20.6. 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.
- 20.7. 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 General Manager / Telecom & AFC Wing of CMRL in accordance with CMRL's policies regulations prevalent at that time.

- 20.8. 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 Licensed 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 Licensed 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 Licensed Premises, are only those set out in this Agreement.
- 20.9. 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 Licensed Premises.
- 20.10. 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 employed/deployed 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.
- 20.11. **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 employ/deploy 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.

- 20.12. **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 Licensed Premises for any other purposes the License shall be deemed to have been misused and CMRL (Licensor) shall immediately terminate the Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified CMRL for any losses on this account.
- 20.13. **Compliance with the Law:** - The Licensed 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 Chennai 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 Telecom Department, 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.
- 20.14. **Transfer:** - The Licensee, during the tenure of this Agreement 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 except otherwise provided in this Agreement.

21. Notices

- 21.1. That any notice to be served upon CMRL shall be sufficiently served and given if delivered to-
“General Manager – Telecom & AFC, Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107”
- 21.2. That any notice which may be required to be served upon the Licensee, shall be deemed to be served and given to the Licensee if delivered by Registered /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.
- 21.3. 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.
- 21.4. 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
(.....)
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

Details of Licensed Premises and Stations

Sr.No.	Section	Pillar Id	Number of pillars

Rules and Guidelines for Release of Electric Power

- 19.1. 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.
- 19.2. 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.
21. CMRL provides power supply and from there Licensee has to do works. For meeting the requirement following works shall be done by the Licensee:
 - 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.
 - Supplying and laying of meter box, energy meter and MCB for are to be provided by Licensee.
22. 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.
23. 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.
24. 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.
25. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
26. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
27. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled..
28. Tariff: Rate of electricity shall be charged from Applicant at which TANGEDCO would be charging.