

CHENNAI METRO RAIL LIMITED

(A Joint Venture of Govt. of India & Govt. of Tamil Nadu)

Corrigendum No: 1

Tender Reference: BD/PIII/452/2016/1

TENDER FOR LICENSING OF ADVERTISEMENT RIGHTS ON PIERS & PORTALS ALONG THE CORRIDOR I & II OF PHASE 1 IN CMRL NETWORK.

Sl. No	Page No	Clause No.	Item As Per Tender		Revised As	
1	5	Chapter 1, Clause 1.5	Sale of Tender Documents to Bidders	07.07.2017 to 08.08.2017(on all working days between 10.00-17.00 hrs)	Sale of Tender Documents to Bidders	07.07.2017 to 22.08.2017(on all working days between 10.00-17.00 hrs)
			Date & Time of submission of Sealed Bids	Latest by 15.00 hrs on 09.08.2017	Date & Time of submission of Sealed Bids	Latest by 15.00 hrs on 23.08.2017
			Date & Time of Opening of Technical Bids	15.15 hrs on 09.08.2017	Date & Time of Opening of Technical Bids	15.15 hrs on 23.08.2017
2	RFP - 6,17, 18, 22, 37, 39 & DLA - 52, 54, 70	RFP – Chapter 1, Clause 1.6, Chapter 5, Clause 5.5, 5.6 Chapter 7, Clause 7.1 a, e, Annexure-6 & DLA – Chapter 1,	Tenure of License: Tenure of License Agreement shall be 5 (Five) years from date of commencement of License fees, unless otherwise terminated by CMRL or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of commencement of License fee of the advertising spaces. The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with		Tenure of License: Tenure of License Agreement shall be 5 (Five) years from date of commencement of License fees, unless otherwise terminated by CMRL or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of commencement of License fee of the advertising spaces. The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period. Based	

		<p>Clause q, Chapter 2 Clause 2.1, 2.5, Chapter 7, Clause 7.3</p>	<p>original license period.</p> <p>The Bidder adjudged as responsive in terms of Clause 5.4 and quoting the highest License Fee in respect of a particular Package will be declared the Selected Bidder for such Package. The Bidder who has quoted the highest License Fee for a particular Package shall be treated as the Selected Bidder and shall be awarded the License in respect of such Package for a period of 5 (Five) years. The Selected Bidder shall be required to enter into the Licence Agreement with the CMRL. However; CMRL reserves the sole right to accept/reject any bid without assigning any reasons.</p> <p>In case of successful completion of the full term of the License period i.e. Five (5) years of License Agreement, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the</p>	<p>on the first Five (5) years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions. CMRL reserves the sole right not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.</p> <p>The Bidder adjudged as responsive in terms of Clause 5.4 and quoting the highest License Fee in respect of a particular Package will be declared the Selected Bidder for such Package. The Bidder who has quoted the highest License Fee for a particular Package shall be treated as the Selected Bidder and shall be awarded the License in respect of such Package for a period of 5 (Five) years. The Selected Bidder shall be required to enter into the Licence Agreement with the CMRL. However; CMRL reserves the sole right to accept/reject any bid without assigning any reasons. Based on the first Five (5) years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions. CMRL reserves the sole right not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.</p> <p>In case of successful completion of the full term of the License period i.e. Five (5) years of License Agreement, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any. If</p>
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			<p>outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit , they shall be recoverable from the licensee before licensee is permitted to remove their media or else CMRL will seize their property. CMRL reserves it right to recover the balance outstanding dues from the other contracts of licensee in CMRL.</p> <p>Financial Bid Form: Period of License: Five (5) years.</p> <p>“License Period” means the period of 5 years beginning from the date of Commencement of License fees.</p>	<p>balance outstanding dues are more than Interest Free Security Deposit, they shall be recoverable from the licensee before licensee is permitted to remove their media or else CMRL will seize their property. CMRL reserves it right to recover the balance outstanding dues from the other contracts of licensee in CMRL. Based on the first Five (5) years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions. CMRL reserves the sole right not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.</p> <p>Financial Bid Form: Period of License: Five (5) years. Based on the first five year’s performance, including but not limited to maintaining zero default in payments/ dues to CMRL, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions. The license agrees unequivocally not to seek any claims/compensation, damages or any other consideration what so ever on account of non-renew of the license.</p> <p>“License Period” means the period of 5 years beginning from the date of Commencement of License fees. Based on the first five years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions.</p>
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			<p>Schedule of Various Stages: 2</p> <table border="1"> <tr> <td>Duration of License Period</td> <td>5 years from date of Commencement of License Fees.</td> </tr> </table>	Duration of License Period	5 years from date of Commencement of License Fees.	<p>Schedule of Various Stages: 2</p> <table border="1"> <tr> <td>Duration of License Period</td> <td>5 years from date of Commencement of License Fees. Based on the first five years performance, including, but not limited to maintaining zero default in payments/dues extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions.</td> </tr> </table>	Duration of License Period	5 years from date of Commencement of License Fees. Based on the first five years performance, including, but not limited to maintaining zero default in payments/dues extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions.
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3	71	Chapter 7, Clause 7.8 (Termination of License Agreement by CMRL)	<p>Licensee should obtaining all Approvals, Permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc get said approvals 90 days from signing the agreement. Licensee not obtaining approval from local civic bodies/authorities within 90 days from the date of signing the License Agreement, the License Agreement stands terminated. In such a case, Interest Free Security Deposit of the Licensee and other payments shall be refunded after adjusting the outstanding dues, if any. Licensee shall have no claim for compensation or consideration / damages.</p>	<p>Licensee should obtain all Approvals, Permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc within 90 days from signing the agreement. If the Licensee fails to obtain approval from local civic bodies/authorities within 90 days from the date of signing the License Agreement, the License Agreement will stand terminated automatically. In such a case, Interest Free Security Deposit of the Licensee and other payments shall be refunded after adjusting the outstanding dues, if any. The Licensee unequivocally agrees not to seek any claim, compensation or consideration, damages or any other consideration whatsoever an account of such termination.</p>				
4	72	Chapter 7, Clause	7.8	Read as 7.8.1				

		7.8 (Termination on Operational Ground)		
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This Corrigendum forms the part of the tender document (technical bid) and is required to be signed and sealed by the bidder while submitting bids to CMRL.

General Manager (P&BD)

Date: 27.07.2017