



**REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT OF  
PROPERTY ADMEASURING 26,875 SF LOCATED AT  
THIRUMANGALAM (METRO ZONE)**

**CMRL/BD/PD3-Thirumangalam Ramp/2017/487/01**

**JANUARY 2018**

**CHENNAI METRO RAIL LIMITED  
Admin Building, CMRL Depot, Poonamallee High Road,  
Koyambedu, Chennai,  
Tamil Nadu 600107**



*RFP Bid Document: Development of Property admeasuring 26,875 sf located at Thirumangalam (Metro Zone)*

## DISCLAIMER

This request for proposal (“RFP”) document- **CMRL/BD/PD3-Thirumangalam Ramp/2017/487/01** for 26,875 sf (approx) Plot at Thirumangalam Ramp contains brief information about the Project, qualification requirements and the selection process for the Selected Bidder. The purpose of this RFP document is to provide interested parties (“**Bidder(s)**”) with information to assist them in formulation of their bid application (the ‘**Bid**”).

The information (“**Information**”) contained in this RFP document or subsequently provided to Bidders, in writing by or on behalf of Chennai Metro Rail Limited (“**CMRL**”), is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer or invitation by CMRL to any other party. The terms on which the Property is to be developed and the rights of the Selected Bidder shall be as set out in separate agreement contained herein.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CMRL, their employees or advisors to consider the investment objectives, financial situation and 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. Therefore, each Bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the Information in this RFP document and obtain independent advice from appropriate sources. CMRL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and Information provided hereunder is only to the best knowledge of CMRL.

Information provided in this RFP document to the Bidder(s) is on a wide 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. The 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, should be given 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 that the RFP document is complete in all respects. CMRL shall not be responsible /liable for any latent or evident defect or character of the Project Site/ Project including but not limiting to the following:

1. Soil testing/investigations
2. Availability of ground water
3. Electricity availability and provisions
4. Site Drainage



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5. Site approach
6. All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central / State Government norms.
7. All applicable rent, rates, duties, cess and taxes, if any
8. All applicable statutory laws and provisions
9. Technical and financial feasibility of the project.

Any character or requirement of the Project Site, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder itself.

This RFP Document is not an agreement and is not an offer or invitation by CMRL to any other party. The terms on which the Property is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between CMRL and the successful Bidder in the format broadly set out herein. CMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

CMRL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

CMRL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

CMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

CMRL reserves the right to accept or reject any or all Applications without giving any reasons thereof. CMRL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CMRL or any other costs incurred relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL 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.

CMRL shall not be in any way responsible for any of the approvals necessary for the bidders to use the project premises and the bidders have to do necessary due diligence with regard to approvals before the submission of the bids. Further, any alteration in the structure for obtaining the approval the bidder has to



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get the prior approval/ permission from CMRL and the same is in absolute discretion of CMRL.

The word "Bid" and "Tender" is used interchangeably in the document.



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## GLOSSARY OF TERMS

<b><u>TERM</u></b>	<b><u>MEANING</u></b>
Bid / Tender Document	Documents that form part of this RFP, which are prepared and submitted as part of the proposal
RFP	Request for Proposal to be prepared by the Client for the selection of Consultants.
Bidder	Any entity or person that may who would submit the bid
CMRL	Chennai Metro Rail Limited
Subject Site/ Subject Property	The parcel of Land(s) on which the License is Granted for Usage
Licensee	Any entity or person who to whom the license for usage of Property is awarded by CMRL
Sub- Licensee	Any entity or person who to whom the license for usage of Property is awarded by Licensee
Licensor	In this Case CMRL, who is the Owner of an Asset and grants a license to any entity or person for Usage of the Asset
LOA	Letter of Award being sent by the CMRL to the appointed Bidder
Proposal	The Application for Pre-qualification, Technical Proposal and the Financial Proposal with enclosures.
Agreement/ Contract	Agreement/ Contract signed by the Parties and all the documents which are the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.



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## **SECTION 1**

### **PROJECT BACKGROUND**



## **1 PROJECT BACKGROUND**

### **1.1. Introduction**

- 1.1.1 Chennai Metro Rail Limited (CMRL), a joint venture of the Government of India (GOI) and the Government of Tamil Nadu (GOTN), is responsible to implement the Chennai Metro Rail Project.
- 1.1.2 CMRL has been allotted a land parcels measuring 2816 sf (Site 1), 7065 sf (Site 2), 5994 sf (Site 3), 11,000 sf (Site 4) (approx.) near Thirumangalam Ramp. The property under the given is located in Thirumangalam, on Jawaharlal Nehru Road (JN Road, also known as 100 feet road) in Thirumangalam. The site is in close proximity to the Koyambedu Grade Separator. The Thirumangalam Ramp site is located within the jurisdiction of Chennai Metropolitan Development Authority (CMDA). Within CMDA it falls within the Egmore - Nungambakkam Taluk and Koyambedu Village.
- 1.1.3 The subject property is well connected to 3 major roads, i.e. Jawaharlal Nehru Road, Poonamallee High Road and the Annanagar 2nd and 4th Avenue Road. These roadways provide good connectivity to the central and western and northern suburban parts of Chennai.
- 1.1.4 The Allowable Height of Building is:
  - a) Ordinary Building - 9m (G+2 Floors)
  - b) Special Building - 15m or G+3 Floors or Stilt+4 Floors
- 1.1.5 Considering the location characteristics of the site, and the profile of the immediate neighborhood of the site, it is expected that any real estate development on the subject site is likely to be impacted by the prevailing real estate activity in the adjoining areas of Anna Nagar, Mogappair, Koyambedu, Ambattur and Arumbakkam.
- 1.1.6 The Licensee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards.
- 1.1.7 Also, it is to be particularly noted by the Bidder/ tenderer that the site No:4 will not have any structural development upon it. Only Landscaping/ Greenery would be permitted.
- 1.1.8 The subject sites (No. 1,2,4) has a good frontage and is located on JLN Road (100 feet road) and any development planned on the site will have good visibility. The subject site being located closer to dense household population, educational institutions, hospitals, and commercial developments, the proposed development could target a varied mix of population from the immediate neighborhood of the site. The site is located close to Thirumangalam, Anna Nagar Tower and Koyambedu metro station which would enhance connectivity to the subject site.



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1.1.9 An indicative sketch of the site, highlighted in red, is as below:



1.1.10 Through this tender, it is envisaged to License the property to a selected developer for a period of 15 years from the commencement date to utilize the site for property development making use of available ground coverage and FSI as permitted.



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## **SECTION 2**

### **NOTICE INVITING BIDS**



## 2 NOTICE INVITING BIDS

- 2.1. CMRL invites sealed Bids from suitable participants who may be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture/Consortium under an existing agreement (the "Bidders", which expression shall, unless repugnant to the context, include the members of the Consortium) for selection of Licensees to grant rights under the License Agreement for the property development of the Licensed Site.

The Project Site is proposed to be given on License basis through this bidding process on "as is where is basis" for 15 (Fifteen) years from commencement date. The site is demarcated in the plans placed as Annexure – 6 of this document, as per details below:

Plot Location	Area (sf)
Located in Thirumangalam, near Koyambedu Grade Separator.	26,875

### 2.2. Deemed Knowledge and Disclaimer: -

- 2.2.1 CMRL shall receive Bids pursuant to this 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 Proposal Due Date. The participating Bidders are expected to visit the Project Site, to examine its precincts and its surroundings, at their own expense and ascertain on their own the responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.
- 2.2.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Site and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that CMRL has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.
- 2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether expressed or implied to bring any claim against, or to recover any compensation or other amount from CMRL in respect of the Project other than for those matters in respect of which expressed provision is made in the License Agreement.

### 2.3. Salient features of Bidding Process:

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- a) CMRL has adopted a two- p a c k e t bidding process for declaration of a Selected Bidder to transfer rights under the License Agreement for the Site.
- b) The details of bidding process are provided in Section 4.
- c) Schedule of bidding process for RFP:

Issue of RFP Document to Bidders	08.01.2018 to 29.01.2018
Cost of Tender Document (including GST)	<b>Hard Copy:</b> INR 40,000/- <b>Soft Copy:</b> INR 32,000/-
Pre-Bid Meeting	17.01.2018 at 15:00 hrs
Last date of receiving queries	19.01.2018 at 17:00 hrs
CMRL's response to queries	23.01.2018
Tender Submission Date & Time	30/01/2018 by 15.00 hours
Date & time of opening of Tender (Technical Bid)	30/01/2018 by 15.00 hours
Announcement of Bidders who are Eligible by Technical criteria	Will be Intimated
Date & time of opening of Tender (Financial Bid)	Will be Intimated

Authority and place for Purchase of RFP, Submission of RFP Bid Document and for seeking clarifications:

General Manager (P&BD)  
Admin Building, CMRL Depot,  
Poonamallee High Road, Koyambedu,  
Chennai – 600107.Tamil Nadu  
Phone: 044 – 2379 2000  
Fax: 044 – 2379 2200

- d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines-

Stage of Activity	Period
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Performance Security to CMRL	Within 30 days of issue of Letter of Acceptance
Signing of License Agreement	Within 7 days after payment of Performance Security Bank Guarantee.
Payment of Annual License Fee to CMRL by Developer.	Within 30 days of issue of Letter of Acceptance. Delay in payment of advance License fee shall attract interest @ 24 % per annum on outstanding balance on due date



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## **SECTION 3**

### **ELIGIBILITY CRITERIA**

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### **3 ELIGIBILITY CRITERIA**

The Bidder shall meet the following minimum Eligibility Criteria:

- 3.1.** A Bidder must be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.
- 3.2.** In case the Selected Bidder is a Consortium, such Consortium shall be required to incorporate a company under Companies Act, 2013 which shall be a special purpose company ("SPC") within 30 days of issuance of the LOA and the SPC shall enter into License Agreement with CMRL for implementation of the Project. The members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the License Agreement. In case company is not incorporated within 30 days of issuance of LOA, then the LOA will stand cancelled and the amount deposited by the selected bidders (i.e. Tender Security, Performance Security, Security Deposit etc.) shall be forfeited.

#### **3.3. Technical Capability**

The Bidder (as a developer / contractor / owner) should have successfully completed in last 10 years preceding the bid opening date, commercial / property development project/s equivalent to either:

- (i) One similar project having built up area not less than 80% of 26,875 sf Built Up Area, or
- (ii) Two similar projects each having built up area not less than 50% of the 26,875 sf Built Up Area, or
- (iii) Three similar projects each having built up area not less than 40% of 26,875 sf Built Up Area.

Provided further that:

- (i) The commercial / property development project/s being treated as completed only when it is ready for occupation and the same is certified as such by an Architect and Statutory auditor / Chartered Engineer, as the case may be.
- (ii) Bidders shall submit their technical eligibility in the specified Bid Form, with technical eligibility duly certified by an architect and statutory auditor/ chartered Engineer, as the case may be.

#### **3.4. Financial Capability:**

A Bidder should have a minimum net worth of INR 29 Cr. in FY 2016-17. In Case of JV- Net worth will be based on the percentage participation of each Member.

Example:



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Let Member-1 have percentage participation = M and Member-2 = N.

Let the Net worth of Member-1 be A and that of Member-2 be B,

then the Net worth of JV will be =  $(AM+BN) / 100$

The minimum average annual turnover of a Bidder should be IN R 29 Cr. for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2014-15. The average annual turnover of JV will be based on percentage participation of each member.

**Example:**

Let Member-1 have percentage participation = M and Member - 2 have =N.

Let the average annual turnover of Member-1 be 'A' and that of Member-2 be 'B',

then the average annual turnover of JV will be=  $(AM+BN) / 100$

**Notes:**

Financial data for latest three audited financial years has to be submitted by the bidder in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and Original signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case, the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

### **3.5. EXPLANATIONS FOR TECHNICAL QUALIFICATION**

For counting the experience to assess technical capability of the bidder the development done by him up to Proposed Due Date (PDD) will only be counted. For details, refer to Annexure 2.

**For this tender, Net Worth will be calculated as follows:**

- (i) In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and Surpluses) - (Revaluation of Reserves) - (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).
- (ii) Any other asset / liability appearing in the Balance sheet and contingent liabilities affecting the Net worth shall be computed by CMRL to compute the net worth.
- (iii) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.
- (iv) If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of CMRL.
- (v) Individual Net worth statement certified by a Chartered Accountant and in the case of companies, by the statutory auditor shall be required at an appropriate stage for



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calculating the net-worth of investors for the project company to demonstrate their financial capabilities.

The Bidder shall submit the audited annual reports of last three years i.e. 2014-15, 2015- 16 and 2016-17 as per Annexure 3. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted. If audited annual report for 2016-17 is not yet ready then the bidders are required to submit reports for 2013-14, 2014-15, 2015-16 along with an affidavit certifying that balance sheet for 2016-17 has not been audited so far.

**3.6. ELIGIBILITY FOR A CONSORTIUM**

- (i) In case the Bidder is a Consortium, the eligibility of Consortium will be judged by considering the Members holding equity of 26% or more. Further, the Lead Member of the Consortium must have a minimum of 51% of the Financial Eligibility specified in sub-para 3.4 above.
- (ii) For evaluation of the Consortium, each member's contribution towards the turnover and net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium. Financial eligibility of lead member and one member having at least 26% equity shall be considered for evaluation of Financial eligibility.
- (iii) Any Central / State government department or public-sector undertaking must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also, no work of the tenderer must have been rescinded by CMRL/ Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract during last 5 years due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in Form of Tender.
- (iv) A firm, who has downloaded the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium.

**3.6.1 NON-SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM**

- (i) Lead partner must have a minimum of 51% participation in the JV/Consortium.
- (ii) Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their Technical and financial soundness shall not be considered for evaluation of JV/Consortium.
- (iii) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

**3.6.2 BID BY A CONSORTIUM OF FIRMS**

Bids submitted by the Consortium must comply with the following requirements:

- (i) The number of members shall not exceed three (3).
- (ii) The members of Consortium should have entered into a Memorandum of Association ("MOA") (as per Annexure 7) between themselves. One of the members of Consortium, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the 'Lead member' to act and represent all the members of the Consortium for bidding



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and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.

- (iii) Formation of SPC- The Lead Member shall hold not less than 51% (fifty-one per cent) of the equity of the SPC during the subsistence of the License Agreement and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty-six per cent) of such Equity during the subsistence of the License Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the License Agreement.
- (iv) A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the same site / sites, all Bids of which it is a part shall be summarily rejected.
- (v) All members of the Consortium shall be jointly and severally liable for the execution of the Project during License Period in accordance with the terms of the License Agreement.
- (vi) RFP submitted by a firm or Consortium must comply with the following requirements:
  - The RFP shall include all the information required for each member of Consortium separately.
  - The covering letter (Letter of application as per Annexure-1 of Section 5) must be signed by the Lead Member only in the prescribed format.
  - The members of Consortium must clearly spell out their respective roles in the Consortium in the prescribed format only.
- (vii) If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium, however, all members of the Consortium shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.
- (viii) Change in Composition and Equity Participation of the Consortium/ partnership firm and change of proprietorship
- (ix) After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the License Period.
- (x) Any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the License Period, within the prescribed limits as mentioned in Clause 3.6.3, shall require prior written approval of CMRL. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to CMRL.
- (xi) Any change in the partners of the Partnership firm post receipt of bid shall require prior approval of CMRL.
- (xii) As far as Proprietorship entity is concerned, the change of ownership shall be only after a written consent from CMRL.



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## **SECTION 4**

### **GENERAL CONDITIONS OF BID**

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## **4 GENERAL CONDITIONS OF BID**

### **4.1. General**

- 4.1.1 CMRL invites Bids from eligible Bidders as specified in this document for granting right on the subject site for property development including right to construct, operate, manage and maintain the subject Site along with construction of building.
- 4.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.
- 4.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the site shall be offered to the Selected Bidder based on the License Fee quoted by the Selected Bidder.
- 4.1.4 The intending Bidder must read the terms and conditions carefully.
- 4.1.5 Information and instructions for bidders which is posted on website shall form part of tender documents.
- 4.1.6 Bidder must ensure to quote in the financial proposal.
- 4.1.7 Each Bidder shall submit only one bid. If a Bidder submits more than one bid, all the tenders in which he has participated shall be considered invalid.

### **4.2. Downloaded RFP Documents:**

- 4.2.1 The complete bid document can be downloaded from the website [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) . No tampering, alteration or changing of the contents of the Bid documents is permissible. The CMRL shall not be responsible for any printing error while downloading the documents.
- 4.2.2 The bidders are required to download the plans of the Licensed Property(s) from the bid documents uploaded on the [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) and place the same as Annexure-6. The bidders hereby agree voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever because of having to collect the Licensed Property(s) plans from CMRL.

### **4.3. Queries in RFP and Amendments**

- 4.3.1 Bidder shall bear all costs for preparation and submission of the Bid. CMRL will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder relating to submission of Bid. A Bidder requiring any clarifications on the Bid documents may request in writing for the same to- Chennai Metro Rail Limited, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107; or email at [gmpd.cmrl@tn.gov.in](mailto:gmpd.cmrl@tn.gov.in) .
- 4.3.2 The Response to queries/ addendums (if any) will be uploaded on [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) and the Bidders are advised to keep a regular check on the website for any such updates.
- 4.3.3 At any time prior to the Proposal Due Date, CMRL may, for any reason whatsoever, whether at his own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on portal [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) and shall be binding upon all the bidders.



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4.3.4 To give the Bidders reasonable time to take the addendum into account, or for any other reason, CMRL may, at its discretion, extend the Proposal Due Date.

#### **4.4. PRE-BID MEETING**

4.4.1 CMRL shall conduct a pre-bid meeting on the date and location specified under the schedule of bidding process in para 2.3 C of bid schedule of Section-2 of this RFP document for providing clarification and answering the queries of the prospective Bidders.

4.4.2 The bidder is requested to submit any query in writing or E-mail, which is to reach CMRL not later than the last date of seeking clarification as mentioned in key details of NIT.

4.4.3 Any modification of the Tender Documents which may become necessary because of the Pre-Tender meeting shall be made by the CMRL exclusively through the issue of an Addendum pursuant to Clause 4.3 above.

4.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for the disqualification of a Bidder.

#### **4.5. Conflict of interest**

4.5.1 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (i) A constituent of Bidder is also a constituent of another Bidder; or
- (ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information, or are able to influence the Bid of either or each other; or
- (v) Both are in a position to have access to each other's information, or are able to influence the Bid of either or each other; or
- (vi) Such Bidder or any Associate thereof has participated as a consultant to CMRL in the preparation of any documents design or technical specifications of the Project.

4.5.2 Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre-qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

#### **Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the



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Bidder/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

#### **4.6. Language and Currency**

- 4.6.1 The Bid and all the related correspondence and documents shall be represented in English language only.
- 4.6.2 The currency for the Bid shall be the Indian National Rupee (INR).

#### **4.7. SECURITY DEPOSIT**

- 4.7.1 The Licensee shall submit an interest free Security Deposit to the CMRL for a sum equivalent to **INR 11,34,39,375**, as per Clause 4.9, for the said Licensed Space(s) with a validity of three years. Further, security deposit shall also be submitted for advance license fee of any additional areas. This Security Deposit shall be submitted within 30 days of issue of the LOA. The Security Deposit shall be in the form of Bank Guarantee Pay Order in favor of “Chennai Metro Rail limited”, drawn on any Public-Sector Bank and payable at Chennai. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year’s recurring fee (License fee + maintenance if any + utility area if any) of applicable License Fee for that year (i.e. License fee + maintenance fee if any) with a validity of three years.
- 4.7.2 The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank will be shared with the selected bidder.
- 4.7.3 The bank guarantee issued on the SFMS platform shall only be acceptable to CMRL.
- 4.7.1 The said Security Deposit will be kept valid on a rolling basis till the end of the License Period & final settlement of accounts which shall be kept valid for a period of 6 months beyond the license period or final settlement whichever is earlier.
- 4.7.4 The Security Deposit would however be forfeited in case of any ‘Event of Default’ as described in the Draft Leave and License Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

#### **4.8. PROPOSAL PREPARATION COST**

The Bidder shall be solely responsible for all the costs associated with the preparation of his Bid and his participation in the bidding process, including all types of due diligence that may be required for the process. CMRL shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

#### **4.9. VALIDITY OF OFFER**

- 4.9.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the



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Bid Due Date (“Proposal Validity Period” or “Bid Validity Period”). CMRL reserves the right to reject any Bid that does not meet its requirement. CMRL may however request the Bidders to extend the validity of their Bids for a specified additional period.

4.9.2 A Bidder agreeing to the request will not be allowed to modify his Bid.

4.9.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the License Agreement.

#### **4.10. PREPARATION AND SUBMISSION OF PROPOSAL**

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in **Section 6**.

4.10.1 The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-2 of this RFP document.

4.10.2 CMRL, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum on its website

4.10.3 The Bidders shall furnish the information strictly as per the formats given in Section 6 of this document without any ambiguity. The CMRL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

4.10.4 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.

4.10.5 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the License Agreement during entire License Period.

4.10.6 All Proposals/Bids shall be signed by the duly ‘Authorized Signatory’ of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.

4.10.7 The Proposal shall be initialed on each page by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

4.10.8 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

4.10.9 Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.





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4.10.10 Any firm, which submits or participates in more than one Bid for the said Project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

#### **4.11. SUBMISSION OF BIDS**

The Completed Tender shall be signed and submitted by the Firm / Corporation / Joint venture / Company/ Proprietorship to the Authority as indicated in the Tender Document. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed as stated above. The Tenderers shall submit complete tender which shall be without alterations, interlineations or erases except those in accordance with the instructions issued by the Authority or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be initialed by person or persons signing the tender. The completed tender shall be submitted in two separate sealed envelopes, each envelope super scribed on the top as given below:

#### **“DEVELOPMENT OF PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE)”**

Both these envelopes shall be put together in one common sealed envelope with the envelope super scribed as **“DEVELOPMENT OF PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE)”** and submitted on or before the due date and time, and in the place prescribed in the Tender document. Tender is liable for rejection if relevant details are not furnished and which do not meet the pre-qualification requirement as specified in the tender notice. The tenderers may furnish along with the tender any additional information which in their opinion will highlight his capability to perform.

##### **4.11.1 Envelope No 1: (Accompaniments to Tender)**

It shall contain the following general information and Technical proposals:

- (i) Notarized copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the tenderer.
- (ii) The tenderer must meet all the minimum qualifying criteria. Relevant information supported by documentary evidence (original / notarized copy/ies) regarding fulfillment of the minimum qualifying criteria as stipulated in Notice Inviting Tender / Tender Notice should be submitted along with the tender.
- (iii) **Power of attorney of the tenderer:** The Tenderer should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (iv) The tender document as issued duly signed on all pages shall be submitted.
- (v) Overwriting in the Tender documents is not permitted; striking, if any, will be duly authenticated by signatures of the Tenderer.
- (vi) No counter conditions by the Tenderers are permitted and conditional Tender is liable for



rejection.

#### **4.11.2 Envelope No 2:**

The second envelope clearly marked as “Envelope No 2” shall contain the Form of tender as issued duly completed indicating the offer as per Appendix - I. It should not contain any conditions clarifications/understandings other than the rates and the total cost as specifically sought in the tender documents. Following may also be noted for strict compliance. Overwriting / striking without any authentication by signature is not permitted. Form of offer shall be duly filled and signed by the Tenderer as prescribed in the document.

The Tenderer should note the following procedure carefully:

- (i) The Tenderer should quote his premium rate over and above the Reserve Price for land license offered only in Envelope No 2
- (ii) Tenderer should not indicate his offer anywhere directly or indirectly in Envelope No 1

The two sealed envelopes as mentioned above shall again be put together in one common cover which will also be sealed. This sealed cover shall be addressed to the General Manager, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. Tamil Nadu, **“DEVELOPMENT OF PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE)”**. The words **“DO NOT OPEN BEFORE .....**” (due date and time of opening to be written). The full name and address of Tenderer and the name of the Authorized Agent delivering the Tender be indicated on the outer cover also.

- (iii) The Tender shall be delivered in person or sent by Speed post, Registered Post or Courier Service.
- (iv) The Tenderers should ensure that their tender is received by the Authority, before the expiry of the specified time limit.
- (v) No delay because of any cause will be entertained for the late receipt of tender.
- (vi) Tender offered or received after the stipulated time limit will not be accepted and if inadvertently accepted, will not be opened and shall be returned to Tenderer unopened.
- (vii) No page shall be added or removed from the set of tender documents.
- (viii) All amounts to be quoted in the tender shall be in figures and words in Indian Rupees. In case of any discrepancy, the amounts in words shall remain valid.

#### **4.12. BIDDER'S RESPONSIBILITY**

4.12.1 It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:

- (i) The requirements and other information set forth in this RFP document.
- (ii) The various aspects of the Property including, but not limited to the following:
  - a) The site, existing facilities, encumbrances within the sites and structures, the access



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to the roads and the utilities;

- b) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Property.

(iii) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder.

(iv) Bidder shall visit the Project Site at his own cost before submitting the Bid.

4.12.2 CMRL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this RFP document shall be rejected as non-responsive.

#### **4.13. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

4.13.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

4.13.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the

#### **4.14. OPENING OF BIDS: On the date and time specified in the tender notice, following procedure will be adopted for opening of the Tender.**

4.14.1 **Envelope No 1:** Envelope No 1 of all the Tenderer will be opened on the due date prescribed in the tender document.

- (i) The Tenderer's name, contents of the forwarding letter, the availability of requisite Earnest Money Deposit and such other details as the Authority at its discretion, may consider appropriate, will be announced at the time of Tender Opening for which Tenderer's authorized representative can be present. The Envelope No 1 will be opened and the bids will be processed to see whether the same are responsive. The decision of CMRL as to whether the bids are responsive or not will be final and binding. CMRL will not be bound to relax any of the conditions and that the Tenderers are obliged to strictly comply with all the conditions. If the Tender submitted in Envelope No 1 is found non-responsive or not acceptable then Envelope No 1 will be returned unopened.
- (ii) Conditional Tender will be rejected outright considering it a non-responsive offer. The Tender will also liable to be rejected, if it is found that;
  - a) Any of the pages of the tender are not initialed by the Tenderer. (Affixing scanned signatures will be treated as non-responsive)
  - b) All corrections are not initialed by the Tenderer.
  - c) The Tender is not filled and signed in the spaces provided in the tender form of tender document.
  - d) Disclosure/indication of the price in the pre-qualification bid (i.e. Envelope No 1) shall render the tender disqualified and rejected.

4.14.2 **Envelope No 2:** The qualified bidders who fulfill the eligibility criteria will be asked to participate in

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the opening of the price bid. The date, time and other details of oral auction will be intimated to the qualified bidders in advance. The offer received in the bids submitted in the sealed cover will be evaluated. The tender will be awarded to the highest bidder, if CMRL is satisfied with the bid amount of the highest bidder and subject to compliance of other conditions of the tender. Letter of intent will be issued to the highest bidder after taking into consideration the Price Bid. This Envelope will also be checked for any arithmetical errors in computation and summation as under:

- (i) Where there is discrepancy between amounts in figures and words, the amount in words will govern; and
- (ii) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit's price and the quantity, the unit price as quoted will govern.

**4.15.** Prior to the expiration of the prescribed period of tender validity or such extended period, CMRL will notify the successful Tenderer, by cable or telex, fax confirming in writing by registered letter that his tender has been accepted. Issue of LOA does not constitute the formation of contract. The Authority will promptly notify the unsuccessful Tenderers that their tenders have been unsuccessful.

**4.16.** All costs, charges and expenses including stamp duty relating to license as well as preparations and completion of Leave and license deed shall be borne by the Tenderer.

**4.17.** The CMRL reserves the right to reject any Proposal, if

- (i) The information and documents have not been submitted as requested and in the formats specified in the RFP.
- (ii) There are inconsistencies between the Proposal and the supporting documents.
- (iii) It does not mention the validity period as set out in Clause 4.9.
- (iv) It provides the information with material deviations, which may affect the scope or performance of the Project.
- (v) There are conditions proposed with the Technical and/or Financial Proposals.

**4.17.1A** material deviation or reservation is one:

- (i) which affects in any substantial way, the scope, quality, or performance of the Project, or
- (ii) which limits in any substantial way, inconsistent with the RFP document, the CMRL's rights or the Bidder's obligations, or
- (iii) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.
- (iv) No request for modification or withdrawal shall be entertained by the CMRL in respect of such Proposals.

**4.18. RESPONSIVENESS OF BIDS**

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4.18.1 Before evaluation of Bids, CMRL will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:

- (i) it is received by the deadline for submission of Bid/Proposal;
- (ii) it contains information complete in all respect as required in the Bid Documents (in the formats specified);
- (iii) it is signed, sealed and marked as stipulated;
- (iv) it is accompanied by receipt of Bid Document Fee;
- (v) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
- (vi) The document is accompanied by the Checklist as prescribed.

4.18.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of CMRL on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non-responsive may be rejected.

4.18.3 To facilitate checking the responsiveness and evaluation of Bids, CMRL may at its sole discretion, without being under any obligation to do so, reserve the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by CMRL for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, the Bid shall be liable to be rejected. In case it is not rejected, CMRL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

4.18.4 No Bidder shall however have the right to (i) give any clarification unless asked for by CMRL, in any manner whatsoever, with respect to the bidding process, or (ii) intervene in any manner whatsoever, in the bidding process.

#### **4.19. EVALUATION OF BIDS**

The Bids of the Bidders shall be evaluated in two stages. "Tender Security" and "Technical Qualification" will be evaluated in **Stage 1** which will cover following items:

4.19.1 It will be determined whether each tender is accompanied with the valid tender security i.e. the required amount. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause Mentioned in Section 3, 4.5, 4.9, 4.14 and 4.15 above.

4.19.2 Bids not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by CMRL and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non- conforming deviation or reservation.

4.19.3 If any tender is rejected, pursuant to paragraph 4.19.2 above, the Financial Package of such bidder shall not be opened.

4.19.4 The decision of CMRL as to which of the tenders are not substantially responsive shall be final.



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4.19.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be opened.

#### **4.19.6 Stage 2: Evaluation of Financial Proposals:**

All technically acceptable tenders will be eligible for opening of their financial proposals. CMRL shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Bidders.

CMRL will evaluate and compare the Bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words shall prevail and shall be binding on the Bidder. Bidders shall note that in case of difference between the calculations submitted by the Bidder and the calculations computed by CMRL (if any), the calculations computed by CMRL shall prevail. **A reserve price of INR 1,60,70,578** is fixed, above which the financial bid should be quoted.

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal to CMRL. CMRL may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the License Fee quoted by such Bidder or the manner of its payment and should not constitute any material deviation affecting the relative position of any Bidder and should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning / proposals.

4.19.7 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, the Bid shall be rejected.

4.19.8 The Bidder found eligible basis technical criteria, found to be using the eligible FSI of Land Area and quoting the highest amount as License Fee in his Proposal shall normally be declared as the Selected Bidder for the Project.

4.19.9 In the event of two or more technically qualified Bidders quoting same amount in financial proposal for the Project, CMRL may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

4.19.10 However, the confirmation of the highest Bid shall be at the sole discretion of the CMRL who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

4.19.11 Further, in the event of the highest Bidder withdrawing his offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), CMRL without being under any obligations to do so, may, at their sole discretion, invite the next higher Bidder, as necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by CMRL in their sole discretion.

#### **4.20. RIGHT TO REJECT BIDS**

4.20.1 The CMRL reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the



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expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of CMRL in this respect shall be final and binding on all the Bidders.

4.20.2 The CMRL reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the CMRL.

4.20.3 The Bidder hereby voluntarily and unequivocally agrees that CMRL shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from CMRL.

#### **4.21. MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS**

4.21.1 If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by CMRL. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s deposited / paid by him.

#### **4.22. DISPUTES**

4.22.1 All disputes between the selected Bidder and CMRL shall be settled as per the Dispute Resolution procedure elaborated in the draft License Agreement. During the bidding process, no dispute of any type would be entertained. 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.

4.22.2 The Courts at Chennai, Tamil Nadu shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

#### **4.23. CONFIDENTIALITY**

4.23.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. CMRL will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material to treat it in confidence. CMRL will not divulge any such information unless ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

#### **4.24. ACCEPTANCE OF THE OFFER**

4.24.1 After the Bids are accepted by the competent authority of CMRL, the LOA shall be issued to the Selected Bidder.

#### **4.25. EXECUTION OF LEAVE AND LICENSE AGREEMENT**

4.25.1 The Selected Bidder shall be required to submit the Bank Guarantee (Service Taxes extra) as per prescribed schedule towards the requisite Performance Security to the CMRL within 30 days of issue of the LOA.

4.25.2 The Leave and License Agreement shall be executed within a period of 7 days from the submission of bank guarantee by the Selected Bidder to the CMRL which shall be the



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Commencement Date of the Project. Prior to signing of the License Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by his/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the CMRL. Also, joint measurement of the Site shall be made by CMRL and authorized representative of selected bidder before signing of the License agreement.

4.25.3 The access to the Licensed Site shall be granted to the Selected Bidder only upon execution of the Leave and license Agreement.

4.25.4 The responsibility for registration [if required by CMRL] of leave and license agreement shall vest with the selected bidders. The cost of stamp duty for execution of the Leave and license Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.

4.25.5 In case of failure to sign the Leave and License Agreement within the stipulated time, the CMRL shall retain the right to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder.

4.25.6 The failure to meet the above-mentioned conditions, shall be construed as a breach by the Selected Bidder and CMRL shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder.

**4.26. UNSUCCESSFUL BIDDERS**

The Tender Security received from the Bidders who are not selected shall be returned by CMRL within 30 (Thirty) days of the declaration of the Selected Bidder.





## **SECTION 5**

### **GENERAL CONDITIONS OF LEASE AND LICENSE AGREEMENT AND THE SUB LICENSE AGREEMENT**



## **5 GENERAL CONDITIONS OF LEAVE AND LICENSE AGREEMENT AND SUB LICENSE AGREEMENT**

### **5.1. Licensed Site**

- 5.1.1 After signing of LOA and execution of Leave and license Agreement, the Selected Bidder shall be granted access to the subject site to construct, operate, manage and maintain the subject Site as mentioned in Clause 2.1 of this RFP and as detailed in Annexure – 6 of this RFP document.
- 5.1.2 Areas indicated in Clause 2.1 above and Annexure 6 hereto, are approximate. Actual area shall be measured jointly at the time of providing access to the Licensed Site(s) / subject Site and in case there is any variation in the area, the License Fee shall be adjusted on pro-rata basis.
- 5.1.3 The licensee will have to utilize the site for development. The site cannot be left in its current condition nor can it be used as a parking facility.

### **5.2. Period of 'License'**

- 5.2.1 The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Leave and License Agreement (commencement date) which shall be executed within a period of 7 days from the payment of Performance Security by the Selected Bidder to the CMRL (hereinafter referred to as "Commencement Date").
- 5.2.2 The License granted under the License Agreement shall be valid for a period of 15 (Fifteen) years from the Commencement Date or earlier if the license Agreement is terminated by the CMRL at their sole discretion. On termination of License, the subject site and all structures developed on the site will transfer to the possession of CMRL. The Selected Bidder shall be obliged to pay the License Fee and all other payments as per the terms of the RFP and License Agreement during and for the period of License. An Annual escalation of 5% will be considered for the license amount

### **5.3. Right to Sub-License**

- 5.3.1 The Licensee (considering Bidder as Developer) shall be entitled to sub-Let the built-up structure to any person or entity (the "Sub-Licensee") with an intimation and approval by CMRL, after adding the necessary structures and utility services. The Sub – Licensee's right shall be subject to the Licensee's right over the Licensed premises. The Sub- Licensee shall not have any independent right over the Licensed premises.
- 5.3.2 The Sub-License shall however be for the use of the Site, during the subsistence of the License Period only with a clear stipulation that all such sub-License granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-Licensee, and further that such Sub-Licensee shall not have any claim or seek any compensation from CMRL for such termination.
- 5.3.3 The Licensee shall prepare a draft standard format of the Sub-License agreement, which will be required to be signed by the Sub-License for use of the subject Site. Prior written approval of CMRL shall be obtained by the Licensee in respect of such standard draft. CMRL may specify certain covenants to be incorporated in the sub-License agreement to protect their interests. Only after such covenants are incorporated in the sub-License agreement, the Licensee will be entitled to enter into Sub-License agreement and shall be required to submit copies of each such Sub Licenses to CMRL for verification and record. In case of any deviation from the above-mentioned standard draft sub-License agreements, the Licensee shall obtain the prior written consent and

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approval of the CMRL before entering into an agreement with a Sub-Licensee. CMRL reserves the sole right not to give consent /approval to such a request and no compensation or claim will be entertained in this regard.

- 5.3.4 At any point of time, the Licensee shall not enter or cause any of its Sub- Licensee to enter into any sub-License agreement with any person or entity for transfer of its rights which would adversely affect the interests of CMRL or is not available to the Developer in the first place. Any such act of the Developer or Sub-Licensee shall render the Leave and license Agreement liable for termination at the sole cost and expense of the Licensee.

#### **5.4. End of the License Period**

- 5.4.1 At the end of the License Period by efflux of time or premature termination for any reason whatsoever, all rights given under the License Agreement shall cease to have effect including the rights over the subject Site and the entire facility thereof shall transfer back to CMRL, at nil value. The License Agreement does not create any property rights in favor of the Licensee and the property always belongs to CMRL. All the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to CMRL without any obligation on CMRL to pay or adjust any consideration or other payment to the Licensee. CMRL shall renew the License at their own discretion and may allow the sub- Licensee / end user(s) to continue on mutually negotiable terms and conditions.
- 5.4.2 For the purpose of clarification, at the end of the License Period, on any ground whatsoever, the CMRL shall have the absolute right to run the Project Site on their own, or re-License to any third party or to manage it in any other manner as they may deem fit in their sole discretion.
- 5.4.3 If at any time the Licensee wishes to exit the License agreement, they shall do so with all right and ownership of the developed structure passing on to CMRL with immediate effect. A notice period of 6 months will have to be given for prematurely ending of the License.
- 5.4.4 CMRL has the right to prematurely end the License if the Licensee/ sub - Licensee / both do not follow the terms of this contract

#### **5.5. Approvals from CMRL**

- 5.5.1 All communication in all matters regarding the approvals related to the subject Site shall be forwarded to General Manager.
- 5.5.2 The Licensee is required to share with General Manager all approved plans and permissions before start of construction. The proposed built up area should be in line with CMRL's construction design and expectations.

#### **5.6. STATUTORY CLEARANCES**

- 5.6.1 The Licensee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor site. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. The Licensee shall also ensure that the proposed property development is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure and for commuters. The Licensee shall also ensure that all station utilities and facilities falling within the Subject Site, if any, will be kept accessible and the Licensee shall not interfere or tamper with those installations at any time. The Licensee shall put up the built-up area exactly in line with the approved plan by the authorities concern and any deviation will lead to automatic cancellation of the License agreement and on such event CMRL shall forfeit the deposits with CMRL.

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- 5.6.2 Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.
- 5.6.3 Licensee will submit the plans and drawings to CMRL for clearance so as to enable them to submit these plans further to other statutory bodies for approvals.
- 5.6.4 The Licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Licensee. However, requisite approvals from local authorities will be required to be taken by Licensee.
- 5.6.5 Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the Licensed Site(s) for desired commercial purposes/ business, will be sole responsibility of the Licensee. CMRL shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- 5.6.6 The Licensee shall make fire-fighting arrangements of his own for the entire site. Such fire- fighting arrangements should conform to the National Building Code, Tamil Nadu Building Bye- laws and Tamil Nadu Fire Safety (Fire Prevention) Rules throughout the concession period.
- 5.6.7 If during the License period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee/ developer and CMRL shall not be liable for any such claims. The Licensee / developer would be responsible for the payments arising out of any third-party claims. It is the Licensee's / developer's obligation to procure adequate insurance for meeting such liabilities at his own cost.
- 5.6.8 The Licensee shall at all times adhere to all provisions of The Metro Railway Operation and Maintenance Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by CMRL in this regard.

## **5.7. ASSIGNABILITY & ENCUMBRANCES**

- 5.7.1 Except for sub- licensing with the consent of CMRL the use of the Licensed Site(s) as per the terms of this RFP, the Licensee shall not assign any of its rights, or interest in this License Agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- 5.7.2 The concessionaire may, subject to the first and paramount charge of CMRL over the receivables from the sub-licensees and other users of the built-up space and facilities, for the payment of the amounts becoming due to CMRL, create second or further charge over the receivables as the security to recognized Financial Institution(s)/Banks for financial assistance and funding of the Project.
- 5.7.3 Under no circumstance shall the building or facilities constructed or installed at the Licensed Site(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders / Financial Institution(s) / Banks etc.
- 5.7.4 Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of any system, including but not limited to the fire safety system that is exclusively under scope and control of Licensee. The CMRL shall not be responsible for any loss of life and property in premises due to any reason including but not limited to malfunctioning of the fire system in case of any fire emergency within the Licensed site.

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## 5.8. PAYMENTS TO CMRL

5.8.1 In lieu of the rights transferred to the Licensee for the subject Site, the Licensee shall make following payments to CMRL in manner given below:

### a) Part A: Annual License Fee (as Bid Variable to be quoted by bidder)

In addition to any outstanding dues over the Licensee, it shall make advance payments for Annual License Fee on quarterly basis to the CMRL at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 5) within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Licensee in addition to the amount of the quoted rate of the License Fee.

The Annual License Fee for a specified quarter shall be worked out by multiplying the area of the Licensed Space(s) with the per month quoted rate of License Fee and further multiplying it by 3 (License Fee = Area X NN<sup>1</sup> X 3).

b) Goods & Service tax as applicable will be borne solely by the Licensee.

c) All other statutory taxes, statutory dues, local levies, stamp duty as applicable shall be charged extra from the Licensee. Property tax of the Licensed area shall be paid by Licensee directly to the respective authority at applicable rates. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities relating to this License Agreement.

5.8.2 The Annual License Fee referred to above shall be escalated @ 5% every year from the date of commencement. Other applicable charges such as security deposit shall be escalated @15% every 3 (three) year from the date of commencement.

5.8.3 In case of extension of the Commencement Date, for whatsoever reason, the escalation on the Annual License Fee and other charges, if applicable, shall be counted @ 20% every 3 year from the date of commencement. The Licensee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

5.8.4 Any delay in payments in the preceding Clauses shall attract penalty of interest @ 24% per annum (or 2% per month) on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by CMRL. The delays beyond 60 days of the due dates for the payment of the respective Annual License Fee shall be treated as 'Licensee Events of Default'. In such an eventuality, the CMRL retains the right to en- cash the Performance Security and claim damages from the Developer and even terminate the License Agreement.

5.8.5 In the event of default of Licensee in making payments of Annual License fee, taxes or any other dues towards CMRL in prescribed time, CMRL shall have the rights including but not limited to restrict the access of Licensee in Licensed premises and recover all dues along with interest.

5.8.6 In addition to the above, an Advance license fee of 6 month rentals will have to be paid to CMRL at the commencement of the License Agreement.

## 5.9. Extension of Date of Commencement / License Period

If in event of, the progress of work being delayed by any act or neglect of CMRL or its employees or by other contractor / Licensee employed by CMRL or in executing the works

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on which Licensee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Licensee's own default etc., then upon happening of any such event Licensee shall immediately bring it to the notice of CMRL within 30 days of happening of such an event and accordingly either Commencement Date or License Period individually or in combination may be extended suitably, as in the opinion of CMRL are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.

Apart from above, the Licensee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavors to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of CMRL to proceed with the works.

Any failure or delay by CMRL to provide the Licensee possession of the Licensed Site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the CMRL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the License Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.

Nevertheless, in the event of the delay being due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per the License Agreement, for the reasons other than the reasons attributable to CMRL, Licensee shall not be entitled for any extension of date of Commencement Date or License Period whatsoever.

- 5.10.** Operational structures existing in the area, if any, will not be disturbed by Licensee. The setbacks should be planned in such a way that the existing structures should not be disturbed till the alternative one, if any, is not commissioned.
- 5.11.** The Licensee will have to take statutory clearance from CMRL and other concerned government agencies for removal of existing trees, if any, from the site.
- 5.12.** The shifting of the existing operational structures and utilities, if found during excavation or otherwise, on the subject site shall be done by the Licensee within 6-month period under the supervision of CMRL.
- 5.13.** During the construction activities, the Licensee shall strictly follow the guidelines issued by CMRL and CMRL's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).
- 5.14.** Licensee shall ensure the quality of the work and submit Audit Report on Quality of Construction and Material before and after commencing the construction work.
- 5.15.** Licensee shall design the proposed Property development building for design life of 30 years or higher.
- 5.16.** The Licensee shall complete the construction of facility on the subject site within a period of 6 months from the time of commencement of License.

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- 5.17.** Licensee shall also indemnify CMRL against any damages / claims due to any loss of life or property due to construction / operation of the property development project.
- 5.18.** Licensee shall strictly adhere to the extant bye laws, rules issued by the local authority during entire License period.
- 5.19.** Licensee shall study the Traffic Impact Assessment of the project and provide the amenities / service area / parking etc. to cater the additional demand generated due to commissioning of the Project.
- 5.20.** The Licensee will have to satisfy himself for business prospects, development parameters and applicable norms, and certify that he has made site visit and conversant to the site proposed for property development before undertaking the bid submission process in the subject area. No compensation, claim or damages will be entertained by CMRL in this regard. The Licensee shall develop the project facilities and thereafter operate and maintain them throughout the License Period. The act of granting permission to develop the Project Facility at the Site and to License the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Project Facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project Facility in favor of the Licensee or any Sub-Licensee.
- 5.21.** The subject site at Thirumangalam shall be Licensed to the Licensee for Property development only.
- 5.22.** The Licensee must note that they would be required to follow the FAR regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the Master Plan of Chennai and other prevalent applicable regulations.
- 5.23.** The CMRL will have right to inspection of property at any time during the term of the License.



**SECTION 6**  
**(ANNEXURES)**  
**Formats for Submission**





Annexure 1

**Letter of Application**

(To be submitted and signed by the Bidder’s authorized signatory)

General Manager  
Chennai Metro Rail Limited, Chennai  
1st Floor, Admin Building, CMRL Depot,  
Poonamallee High Road, Koyambedu, Chennai,  
Tamil Nadu 600107

**Sub: RFP for PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE)**

Dear Sir,

1. Being duly authorized to represent and act for and on behalf of..... (hereinafter referred to as the “Bidder”), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for Development of property admeasuring 26,875 sf located at Thirumangalam (Metro Zone), (**hereinafter referred to as “Subject Site/ Project”) on License basis**, according to the terms & conditions provided by CMRL.
2. The Tender Security Rs. 35,00,000 (Rupees Thirty Five Lakhs only) in the form of Demand draft in favor of “Chennai Metro Rail Limited” has been deposited before dead line of tender submission as specified in NIT”.
3. CMRL and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
4. CMRL and its authorized representatives may contact the following persons for any further information:  
  
Name of the person (s): ..... Address: .....  
  
Phone: ..... Fax: .....
5. This application is made with full understanding that:
  - (a) Bids will be subject to verification of all information submitted at the time of



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bidding.

- (b) CMRL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
  - (c) CMRL shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
  7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.
  8. We agree to keep our offer valid for 180 days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the CMRL and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
  9. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by CMRL.

Authorized signatory

Name and seal of Bidder

Date:

Place:



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**Encl:**

1. The Tender Security of Rs. \_\_\_/- (Rupees \_\_\_ only) and/or /- (Rupees \_\_\_ only) in the form of Demand Draft bearing No. \_\_\_ drawn upon \_\_\_ (bank) dated \_\_\_.
2. Power of Attorney for signing of Application Board resolution authorizing the signatory ( Suggested Format at Annexure 8)
3. Memorandum of Agreement (MOA) in case of a Consortium
4. Relevant Submissions as per the given Formats.



## Annexure 2

**BIDDER RELATED INFORMATION****2.1 Important Instructions:**

1. The information requested for should be strictly filled in the blank sites provided for this purpose.
2. There shall be no overwriting or corrections while filling the forms. Overwriting or corrections shall make the offer null and void

**NOTE: In case of a Bidder being a consortium, all of the consortium members are required to provide the following details-**

SI.	Particulars	
(i)	Name of Applicant / Lead Member of consortium	
(ii)	Registered under the Indian Companies Act, 1956	Yes (Tick whichever is applicable)
(iii)	Name(s) of Promoters	1. 2.
(iv)	Address of the Registered Office	
(v)	Address of the Corporate Office	
(vi)	Particulars of the Main Business Activities as per the Memorandum of Association	
(vii)	Year of Incorporation	
(viii)	Shareholding Pattern (% of paid up share capital)	Promoters –
		Banks/Financial
		Public:
		Others:

**ENCLOSE AS ANNEXURE 2**

- (i) Copy of registration certificate of Bidder/each member of the consortium, in case of the Bidder being a consortium.
- (ii) Memorandum of Understanding and Articles of Association of Bidder/ each member of the consortium in case of the Bidder being a consortium.

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## 2.2 PROJECT EXPERIENCE RELATED INFORMATION

Statement giving details of completed **commercial / Property Development project** (s) developed by the Bidder/members of the consortium holding not less than 26% equity during the entire life of the project satisfying the condition (in case of consortium Bidders) during the past 10 years.

**Commercial / Property Development Project #1 Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

<b>Section A: Commercial / Property Development Project Profile</b>	
1. Name	
2. Location of the Development (Address)	
3. Total Land Area (Sq. m.)	
4. Date of Commencement	
5. Date of Completion	
<b>Section B: Financial Information</b>	
1. Actual Project Cost (Rs. in crores)	
2. Total Income from the Project (Rs. In crores)	
3. Net Profit from the Project (Rs in crores)	

**Commercial / Property Development Project #2 Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

<b>Section A: Commercial / Property Development Project Profile</b>	
1. Name	
2. Location of the Development (Address)	
3. Total Land Area (Sq.m.)	
4. Date of Commencement	
5. Date of Completion	
<b>Section B: Financial Information</b>	
1. Actual Project Cost (Rs. in crores)	
2. Total Income from the Project (Rs. In crores)	
3. Net Profit from the Project (Rs in crores)	

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Commercial / Property Development Project #3 Name of Applicant/Member of the consortium:

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

<b>Section A: Commercial / Property Development Project Profile</b>	
1. Name	
2. Location of the Development (Address)	
3. Total Land Area (Sq. m)	
4. Date of Commencement	
5. Date of Completion	
<b>Section B: Financial Information</b>	
1. Actual Project Cost (Rs. in crores)	
2. Total Income from the Project (Rs. In crores)	
3. Net Profit from the Project (Rs in crores)	

Commercial / Property Development Project Project #4 Name of Applicant/Member of the consortium:

**Built Up Area of Commercial / Property Development Project Component (Square**

**Capital Investment (Rs. in crores):**

<b>Section A: Commercial / Property Development Project Profile</b>	
1. Name	
2. Location of the Development (Address)	
3. Total Land Area (Sq. m.)	
4. Date of Commencement	
5. Date of Completion	
<b>Section B: Financial Information</b>	
1. Actual Project Cost (Rs. in crores)	
2. Total Income from the Project (Rs. in crores)	
3. Net Profit from the Project (Rs in crores)	

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**ENCLOSE AS ANNEXURE 3: Auditor’s certificate certifying development and implementation of the commercial / Property Development project, the details of built up site for the commercial / Property Development project component and the capital investment made therein**

**2.4 FINANCIAL CAPABILITY RELATED INFORMATION**

Tangible Net Worth of the bidder/ member #1 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in **clause3.5.4** (in case of consortium Bidders) (in Rs. Crores):

**Name of the Bidder/member of the consortium:**

<b>Details</b>	<b>2016 - 2017 (in Rs crores)</b>
Paid up Capital	[ ]
Add: Reserves and Surplus	[ ]
Less: Revaluation Reserves	[ ]
Less: Accumulated Losses	[ ]
Less: Intangible Assets	[ ]
<b>Tangible Net Worth</b>	[ ]

Average Turnover in the last three financial years of the Bidder/member of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)

**Name of the Bidder/ member of the consortium: Average Turnover (Rs. in Crores)**

<b>Financial Year</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[ ]	[ ]	[ ]	[ ]

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Tangible Net Worth of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders) ( Rs. in Crores):

**Name of the Bidder/member of the consortium:**

<b>Details</b>	<b>2016-2017 (in Rs crores)</b>
Paid up Capital	[ ]
Add: Reserves and Surplus	[ ]
Less: Revaluation Reserves	[ ]
Less: Accumulated Losses	[ ]
Less: Intangible Assets	[ ]
<b>Tangible Net Worth</b>	[ ]

Average Turnover in the last three financial years of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders):

**Name of the Bidder/member of the consortium: Average Turnover (Rs. in Crores):**

<b>Financial Year</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[ ]	[ ]	[ ]	[ ]

Tangible Net Worth of the Bidder/member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)



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**Name of the Bidder/member of the consortium:**

<b>Details</b>	<b>2016-2017 (in Rs crores)</b>
Paid up Capital	[ ]
Add: Reserves and Surplus	[ ]
Less: Revaluation Reserves	[ ]
Less: Accumulated Losses	[ ]
Less: Intangible Assets	[ ]
<b>Tangible Net Worth</b>	[ ]

Average Turnover in the last three financial years of the Bidder/ member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium applicants)

**Name of the Bidder/member of consortium: Average**

<b>Financial Year</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[ ]	[ ]	[ ]	[ ]

**Turnover (Rs. in Crores):**

Dated

Applicant's Signature (With seal of the company)

Full Name & Designation

Name & Address of the Company



## Annexure 3

**Summary of Financial Details**

(In case of Consortium, each member to provide this separately)

Particulars	Period			
	2013-14	2014-15	2015-16	2016-17
Accounting year				
Net Worth (Rs. Crore)				
Annual Turnover (Rs. Crore)				

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.
- 2) In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case, the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non- responsive.
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.
- 4) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
- 5) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorized Signatory)  
and on behalf of  
(Name of the Bidder) Designation  
Place:  
Date:

Signature of CA/ Statutory Auditors

(With Seal and Registration number) For



**Format for Financial Proposal- Thirumangalam (Metro Zone)**

(To be submitted and signed by the Bidder's authorized signatory and **if Bidder is bidding for more than one package, he/she/they must submit this format separately with the quoted recurring payment.**)

General Manager (P&BD),  
Admin Building, CMRL Depot,  
Poonamallee High Road, Koyambedu,  
Chennai – 600107.Tamil Nadu  
Phone: 044 – 2379 2000  
Fax: 044 – 2379 2200

Sub: "RFP for Development of property admeasuring 26,875 sf located at Thirumangalam (Metro Zone) "

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to CMRL as per the terms given in the Request for Proposal (RFP) Document.

1. Annual License Fee **Rs.** \_\_\_\_\_ (Rupees Fifty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.
2. Monthly License Fee rate Rs \_\_\_\_\_ per square meter (**in figures**) Rupee \_\_\_\_ (**in words**) for a License Period of **15** yrs.
3. We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by CMRL subject to availability/feasibility only for utilities equipment and services.
4. The License Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ **5% per annum.**
5. Over and above the License Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Licensed Site(s) by CMRL.



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6. In an event, we are the selected bidder, any failure to deposit requisite Advance License Fee and Performance Security within 30 days **from the issue of LOA** would entitle the CMRL to forfeit the Tender Security.
7. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If **I/we** do not accept the correction of errors, this Bid will be rejected.
8. Service tax as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the sites, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory  
Name and seal of Bidder  
Date:  
Place:



## Annexure 5

**Affidavit****(Notarized on Stamp Paper of Requisite Value as per Applicable Law)**

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. I say that I am the authorized signatory of ..... (insert name of company / consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as "CMRL") Development of property admeasuring 26,875 sf located at Thirumangalam (Metro Zone) (hereinafter referred to as "Project") Request for Proposal ('RFP') Document 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. 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. I say that if at any point of time including the License Period, 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. 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 bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
6. 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



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true and correct to my knowledge. No part of it is false and nothing material has been concealed.

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

**DEPONENT**

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## **ANNEXURE 6**

### **SITE PLAN**



## ANNEXURE 7

**CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

**[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 \_\_\_\_\_, Year.

**BETWEEN**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ 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**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting Through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Participant Member 1') 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 **SECOND PART**;

**AND**

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Participant Member 2') 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**;

(hereinafter collectively referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")





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Whereas Chennai Metro Rail Limited (hereinafter referred to as 'CMRL') has invited Bids for the **"PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE) ("Project")** on License basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by CMRL for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by CMRL.

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

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

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 premises contained herein the Parties 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 **"PROPERTY ADMEASURING 26,875 SF LOCATED AT THIRUMANGALAM (METRO ZONE)"** in terms of the Bid invited by Chennai Metro Rail Ltd., (CMRL).
2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.
3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.
4. That the Parties 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 Bid 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



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upon the Lead Member shall be deemed to be notice or communication to the Consortium.

6. That the shareholding of the members of the Consortium for this specified purpose shall be as per the License Agreement and at present the proposed shareholding shall be as follows:
  - a) The Lead Member shall have \_\_\_\_\_per cent (reference to the Consortium for the Project.
  - b) The Participant Member 1 shall have \_\_\_\_\_ reference to the Consortium for the Project.**
  - c) The Participant Member 2 shall have \_\_\_\_\_percent ( \_\_\_\_\_%) of shareholding with reference to the Consortium for the Project.
6. That in order to fulfill the requirement of the Bid process and also to keep an altogether separate legal entity of the Consortium, the members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the Project.
7. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the prior written consent approval of CMRL subject to the conditions as may be stipulated by them in this regard in the License Agreement and which consent, CMRL shall be entitled to decline without assigning any reason whatsoever.
8. That in order to meet the requirements of Bid documents or any other stipulations of CMRL, if it becomes necessary to execute and record any other documents amongst the Parties, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.
9. That it is clarified by and between the Parties that execution to this Consortium Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the Parties 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 Project.
10. That the Parties undertake to specify their respective roles and responsibilities for the purposes of execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Parties to meet the requirements and stipulations of CMRL.

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

1. Managing Director



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(-----)

For (Name of company)

2. Managing Director

(-----)

For (Name of company)

3. Managing Director

(-----)

For (Name of company)

WITNESSES: 1) \_\_\_\_\_

2) \_\_\_\_\_

Enclosure:

- Board resolution of each of the consortium members authorizing execution of the consortium agreement and appointing the authorized signatory for such purpose.



**ANNEXURE 8**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and 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 relating to or incidental to our bid for the Project, 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 about our Bid for the Project.

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 always be deemed to have been done by us.

For..... Accepted

..... (Signature) (Name, Title and address) of the Attorney

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



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**ANNEXURE 9**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Bank Guarantee format available in CMRL office)



**ANNEXURE 10**

**(Undertaking as per Clause 3.5.5 of Section-3)**

We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entities or local body has banned business with us as on the date of tender submission. Also, none of the work has been rescinded / terminated by CMRL/ Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 5 years due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.



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**ANNEXURE 11**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (RFP Bid document)/addendum/clarifications along with the set of enclosures hosted on portal [www.chennaietrorail.org](http://www.chennaietrorail.org) . We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on portal [www.chennaietrorail.org](http://www.chennaietrorail.org) . We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Bid document).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY