



# **RFP DOCUMENT**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROPERTY DEVELOPMENT AT ASHOK NAGAR**

**METRO STATION (OPPOSITE TO  
UTHAYAM THEATRE AND NEAR ESI  
HOSPITAL) ADMEASURING 1742 Sqm.**

**CHENNAI METRO RAIL LIMITED**

**Admin Building, CMRL Depot, Poonamallee High Road,  
Koyambedu, Chennai – 600107**

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## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

### **DISCLAIMER**

This Request For Proposal (“RFP”) document for 1742 Sqm (approx) Plot at Ashok Nagar Metro Station (Opposite to Uthayam Theatre and near ESI Hospital) 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 in order to enable them to formulate 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 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 particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. The assumptions, assessments, statements and information contained in the RFP document, may not be complete, accurate, adequate or correct. Therefore, each Bidder should conduct its own investigation and analysis and should check the accuracy; reliability and completeness of the Information provided 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 this RFP document and Information provided hereunder is only to the best of the 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. . 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. In particular, CMRL shall not be responsible /liable for any latent or evident defect or character of the Project land/ Project including but not limiting to the following:

1. Soil testing/investigations
2. Water 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.
10. Title to the land parcel
11. Shifting of any utility from the land parcel

Any character or requirement of the project land, 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 Project is to be developed and is neither an offer nor invitation by CMRL to the prospective Bidders or any other person. The rights of the successful Bidder shall be governed as set out in separate agreements to be 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 update, amend or provide additions 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/information contained in this RFP.

The issue of this RFP does not imply that CMRL is bound to select a Bidder or to appoint the selected Bidder or Developer as the case may be for the Project. CMRL reserves the right to accept or reject any or all Applications without giving any reasons thereof.

The Bidder shall bear all its costs/expenses 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 in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL shall not be liable in any manner whatsoever for the same or for any other costs or other



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expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

# **SECTION 1**

# **PROJECT BACKGROUND**



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

### **1 PROJECT BACKGROUND**

#### **1.1 Introduction**

Chennai Metro Rail Ltd. (CMRL), a joint venture of Government of India and the Government of Tamil Nadu, has been mandated to undertake value maximization from property development. CMRL has acquired various land parcels along the alignment of the Chennai Metro corridor. However, currently, CMRL intends to undertake development of one of the acquired land parcels admeasuring approx. 1742 Sqm located before Ashok Nagar metro station below the viaduct.

This Project Site means and includes the details of the land and Site Plan as described in Annexure - 6 .CMRL has proposed to carryout Property Development in a limited way (since Viaduct passes through the property) along the metro stations at Ashok Nagar through Land License Model framework hereinafter referred to as the “Project”. This would not only have more footfalls in the metro and generate additional revenue but also provide amenities to the metro travelers. Pursuant thereto, the Authority has decided to carry out a competitive and transparent Bidding Process for selection of a Private entity as the Bidder to whom the Project may be awarded in accordance with the procedure set out herein. The site is being offered on “as is where basis is”. As per the Master Plan, the designated land use of the plot was “Commercial”.

#### **1.2 Property Sketch**

An indicative Site Plan placed at Annexure – 6.

#### **1.3 Development Regulations**

Through this RFP, it is envisaged to grant leasing rights to a selected Bidder for a period of 15 years from the Commencement Date (“Commencement Date” means the date as defined under Section 4.2 of General Conditions of License Agreement) to utilize the site (land parcel) admeasuring 1742 sq.m for property development which will comprise of commercial



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office/such other commercial activity as permitted by CMDA. Being located in commercial/residential hub, the Project site is an excellent opportunity to become an important commercial hub within the locality making use of available ground coverage and FAR as permitted under the development regulations laid down by the **Chennai Metropolitan Development Authority hereinafter referred to as “CMDA”**). The successful Bidder shall plan and submit the layout for CMRL approval as per Section – 4 of this RFP.





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# **SECTION 2**

# **NOTICE INVITING BIDS**



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### 2 NOTICE INVITING BIDS

#### 2.1 General Notice

1. CMRL invites sealed Bids from suitable participants who may be a sole proprietorship or a registered 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 hereinafter referred to as (the “**Bidders**”, which expression shall, unless repugnant to the context, include the members of the Consortium) for property development of the Project Site The selected Bidder shall be responsible for designing, financing, engineering, procurement, construction, operation and maintenance of the Project under and in accordance with the Provisions of this RFP/License Agreement. The scope of work will include design, finance, engineering, procurement, construction, implementation, commissioning, operation and maintenance of the Project at the Project Site at Ashok Nagar.
2. The Developer has the right to demand, charge, collect and retain the fees with respect to the Project at market driven rates and transfer the Project/Project site along with the superstructure facilities to CMRL upon expiry of the period in accordance with the Provisions of Project Development and Implementation Agreement/this RFP
3. The Project Site is proposed to be given on license basis through this Bidding process on “**as is where is basis**” for a period of 15 (Fifteen) years from Commencement Date.

Plot Location	Area (Sqm.)
Ashok Nagar	1,742 Sqm

4. **Deemed Knowledge and Disclaimer:**

CMRL shall invites 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 Bid due date (means the date as indicated in Schedule of Bidding Process in Sec 2.2). The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder’s own expenses

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and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

5. The Bidder shall be deemed to have inspected the Project Site and be aware of the existing conditions of the land parcels, buildings, constructions, structures, installations etc. existing in the Project 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.
6. 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 Project Site 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 loss or other amount from CMRL in respect of the project other than for those matters in respect of which express provision is made in this RFP and License Agreement.
7. CMRL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents addendum/clarification if any to be provided by CMRL. Pursuant to this RFP (collectively the "Bidding Documents") as modified, altered and clarified from time to time by CMRL and all Bids shall be prepared and submitted in accordance with such terms.

### **2.2 Salient features of Bidding Process:**

1. CMRL has adopted a single stage – two packet system for selection of the Bidder for award of the Project for development of multi-level car parking
2. The details of Bidding process are provided in Section 3 of this RFP
3. Schedule of Bidding process for RFP:

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### SCHEDULE OF BIDDING PROCESS

Start of sale of RFP Document to Bidders	From 08.01.2018 – 29.01.2018 (on all working days between 10.00 -15.00 hrs) and can be downloaded from <a href="http://chennaietrorail.org/Business Development/ tenders">http://chennaietrorail.org/Business Development/ tenders</a> .
Cost of RFP Bid Document (Non-refundable)	Rs. 40,000/- (Rupees forty thousand only) including GST. For hard copy Rs. 32,000/- (Rupees thirty two thousand only) including GST. For soft copy Non-Refundable. (Demand Draft /Banker's cheque) in favor of "Chennai Metro Rail Limited" payable at Chennai.) Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only up to 15:00 hours on 30.01.2018 in the office Chennai Metro Rail Admin Building
Last date of receiving queries	20.01.2018 (Queries from Bidders after due date shall not be acknowledged)
Pre-Bid Conference	17.01.2018 at 15.00 hrs in Conference room,  Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107
CMRL's response to queries by	23.01.2018
Bid Due Date and Timings	30.01.2018 13:00 hrs
Date and time of Opening of Technical Qualification Submissions	30.01.2018 13:00 hrs
Opening of Financial Bids	Intimated at a later stage after Evaluation Technical Bid
Issue of Letter of Acceptance	30 days post confirmation of financial date
Validity of Bids	180 days from Bid Due Date

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<b>(Proposal Validity Period)</b>	
Authority and place for submission of RFP Bid Document cost and seeking clarifications	<b>Planning and Business Development Department</b> Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107

### Stage of Activity/ Time Period

4. Schedule of: The Selected Bidder shall follow the following time lines:

<b>Stage of Activity</b>	<b>Time Period</b>
Performance Security/Security Deposit to CMRL.	Within 30 days of issue of Letter of Acceptance
Payment of License Fee	Within 45 days of acceptance of LOA.
Signing of License Agreement	Within 7 days after payment of License Fee and Performance Security.
Payment of Annual License Fee to CMRL by Licensee.	Annual License Fee is payable on a quarterly basis. The first of such payment is payable before ten days of end of the moratorium period. Thereafter, each quarterly payments shall be payable in advance ten days before the Commencement of each quarter. Delay in payment of advance License fee shall attract interest @ 20% per annum on outstanding balance on due date.



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**SECTION 3**

**REGULATION OF BIDS AND LICENSE**

**AGREEMENT**

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### 3 REGULATION OF BIDS AND LICENSE AGREEMENT

#### 3.1 General

1. CMRL invites Bids from eligible Bidders in terms of eligibility criteria as specified in this RFP document for property development including right to construct, operate, manage, operate and maintain the subject land along with construction of building.
2. The information/details/documents submitted by the Bidders 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.
3. From amongst the Bidders fulfilling the eligibility criteria, as laid down in this RFP document, the successful Bidders be selected based on the higher License Fee quoted by the selected Bidder. The Bidders must read the terms and conditions carefully. Information and instructions for Bidders posted on website shall form part of tender documents.
4. The Request for Proposal Document (RFP Document) can be seen and downloaded from website [http://chennaietrorail.org/Business\\_Development/tenders/](http://chennaietrorail.org/Business_Development/tenders/). RFP document can only be obtained online after registration as mentioned on the website [http://chennaietrorail.org/Business\\_Development\\_/tenders/](http://chennaietrorail.org/Business_Development_/tenders/). For further information in this regard Bidders are advised to contact on 044-2379 2000.
5. RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated under Clause 3.13 of RFP Document. Those Bidders who are not registered on the website mentioned above shall be required to get registered beforehand as registration is mandatory for submission of RFP. As part of the enrolment Process, the Bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process.
6. The authorized signatory of intending Bidder as per Power of Attorney (POA) must have valid *class-III* digital signature. The complete RFP Document shall only be uploaded using Class-III digital signature of the authorized signatory. Only one valid DSC should be registered by a Bidder. License note that the Bidders are responsible to ensure that they do not lend their Class – III digital signature to others which may lead to misuse.

#### 3.2 Downloading RFP Documents:

1. The complete Bid document can be downloaded from the website of CMRL i.e. [http://chennaietrorail.org/Business\\_Development\\_/tenders/](http://chennaietrorail.org/Business_Development_/tenders/) and a non-refundable fee Rs.

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40,000/- (inclusive of GST) in case of hard copy and Rs. 32,000 (inclusive of GST) in case of soft copy towards the cost of the Bid document shall be submitted up to the date and time as mentioned in schedule of Bidding Process to the specified in the office of the CMRL Admin Building , failing which the Bid shall be rejected out-rightly. 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.

### **3.3 Queries in RFP and Amendments**

1. Bidders may send their queries, if any, to CMRL in writing not later than the date specified under the schedule of Bidding process in Para 2.2.3 of Section-2 of this RFP document. CMRL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding process, however, no queries received after prescribed date shall be entertained by CMRL. The text of the questions raised by the entire Bidder and the responses given will be transmitted/intimated to all the purchases of this RFP.
2. At any time prior to the Bid due date, the CMRL may, for any reason whatsoever, whether on its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This may be sent in writing to all the Bidders or uploaded on CMRL website and shall be binding upon them and considered as a part of Bid document. In order to give the Bidders reasonable time to go through to take an addendum into account before submitting RFP, or for any other reason, the CMRL may, at its discretion, extend the Bid Due Date.
3. The Response to queries/ addendums (if any) will also be uploaded on the website [http://chennaietrorail.org/Business\\_Development/ tenders/](http://chennaietrorail.org/Business_Development/ tenders/) and the Bidders are advised to keep a regular check on the website for any such updates.

### **3.3 Pre-Bid Meeting**

1. CMRL shall conduct a pre-Bid meeting on the date and location specified under the schedule of Bidding Process in Para 2.2.3 of Section-2 of this RFP document for the purpose of providing clarification and answering the queries of the prospective Bidders.
2. It may be noted that non-attendance by Bidders of Pre Bid meeting will not be a cause for disqualification of a Bidder.

### **3.4 Eligibility Criteria**

#### **3.4.1 General Conditions**



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1. The Bidder shall meet the following minimum Eligibility Criteria (the “Eligibility Criteria”):
  - a. A Bidder may be a sole proprietorship or a registered 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.

- b. In case the Selected Bidder is a Consortium, such Consortium shall be required to incorporate a company under the **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 and the members of the Consortium are jointly and severally liable to CMRL in respect of their rights and obligations. In case SPC is not incorporated within 30 days of issuance of LOA, then the LOA shall stand cancelled automatically and the amount deposited by the selected Bidders (i.e. Tender Security, Performance Security, License Fee etc.) shall be forfeited.

### 3.4.2 Technical Capability

A. The Bidder (as a developer / contractor / owner) should have successfully completed in the 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 1742 Sqm Built Up Area.,  
or
- (ii) Two similar projects each having built up area not less than 50% of the 1742 Sqm Built Up Area, or
- (iii) The Bidder should have developed or constructed at least (one) project in Real Estate Sector having a project cost (excluding the cost of land) of Rs.12 Crores (Rupees Twelve Crores Only) over the past 5 (five) financial years preceding the Bid Due Date (i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17) and

#### **Note:**

1. For the purpose of this RFP
  - (iv) The Real Estate Sector is deemed to include commercial buildings, auditoriums, hotels/multiplexes, malls, office complexes, business/IT parks, resorts, hotels and SEZs excluding plotted and residential development.

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- (v) The Bidder may claim the above Technical Capacity of its Associate as defined in the RFP Document.
  - (vi) The Bidder shall submit necessary documents evidencing complying of the above mentioned Technical capability.
2. In case the Bidder's Associate is a company registered outside India and the Bidder has claimed the experience of such Associate, the Bidder shall submit necessary documents in complying with the above mentioned Technical capability for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Bid Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Bid Document, and the amount so derived in US Dollars shall be converted into Rupees

### Provided further that:

- (vii) the commercial / property development project/s being treated as completed when it is ready for occupation and the same is certified as such by an Architect / statutory auditor / or the Chartered Engineer as the case may be and completion certificate has been obtained from the appropriate authorities
- (viii) Bidders shall submit their technical eligibility in the specified Bid Form for technical eligibility duly certified by an architect and the statutory auditor or the chartered Engineer as the case may be.

### 3.4.3 Financial Capability:

1. A Bidder should have a minimum net worth of Rs 18,00,00,000/- (Rupees Eighteen Crores Only)/ 1.5 times of the government guide line value of the land parcel admeasuring 1,742 sqm whichever is higher in FY 2016-17. In Case of JV- Net worth will be based on the percentage participation of each Member.

#### Example:

Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM+BN}{100}$$

2. The minimum average annual turnover of a Bidder should Rs 18,00,00,000/- (Rupees Eighteen Crores only) 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:

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Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM+BN}{100}$$

### Note:

The Bidder shall submit audited annual reports of the Company for the last 3 years viz., 2014-15, 2015-16, 2016-17 and unaudited accounts for the period commencing from 01-04-2017 to 30-09-2017 as per Annexure – 3. In case if the audited Balance for the last year 2016-17 and the unaudited balance sheet & Profit Loss Accounts for the Period commencing 01-04-2017 till 30-04-2017 could not be submitted by the Bidder, for any reason, the Bidder shall submit an affidavit duly signed by a Director in case of SPC, authorized Person as per Consortium Agreement explaining the reasons for non-submission of prescribed audited annual reports. However, CMRL shall reserve its rights to accept the reasoning of the Bidder or not.

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

### 3.4.4 Explanations For The Purpose Of Technical Qualification

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For qualifying the experience to assess technical capability of the Bidder the Commercial development done by the Bidder up to Proposed Due Date (PDD) will only be considered. For details, refer to **Annexure 2**.

### 3.5 Eligibility for a Consortium

#### 3.5.1 General Conditions

1. In case the Bidder is a Consortium, the eligibility of Consortium will be considered only if the Members hold a minimum of 26% or more in the SPC. However, the aggregate Technical and / or Financial Eligibility of individual members of the Consortium can be considered for meeting the prescribed criteria, provided that each of such Members holds at least 10% of the equity (for consideration of Technical Eligibility) and 26% of the equity for consideration of Financial Eligibility in the Consortium Further, the Lead Member of the Consortium must have a minimum of 51% of the Financial Eligibility specified in section 3.6.2.
2. For the purpose of 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 holding a minimum of 51% and one member having at least a minimum 26% equity shall be considered for evaluation of financial eligibility.
3. Any Central / State government department or public-sector undertaking shall not have black listed the Consortium or any member of the Consortium as on the date of Bid submission. Also, no work of the tenderer must have been rescinded by CMRL after award of contract during last 5 years due to non-performance of the obligations of the tenderer. The tenderer should submit necessary undertaking to this effect in Form of Tender.
4. A firm, who has downloaded the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium.

#### 3.5.2 Non-Substantial Members In Case Of JV/Consortium

1. Lead member of the Consortium shall have a minimum of 51% participation in the JV/Consortium.
2. Members having less than 26 % of equity participation will be termed as non-substantial member for consideration of Technical Eligibility. If the non-substantial member holds a minimum of 10% equity participation in the consortium then their technical capability will be considered for Technical qualification. However for the purpose of considering financial capability, the member of the consortium shall hold a minimum of 26% equity in the Consortium.

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3. In case of JV/Consortium, change in constitution or percentage of equity participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

### 3.5.3 Bid by A Consortium of Firms

1. Bids submitted by the Consortium must comply with the following requirements:
2. The number of members shall not exceed three (3).
3. The members of Consortium should have entered into a Memorandum of Agreement (“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’ (“Lead Member”) to act and represent all the members of the Consortium for Bidding and for implementation of the Project. A copy of the duly executed MOA shall be enclosed with the Bid. However, all the members of the Consortium are jointly and severally liable to CMRL.

### 3.5.4 Formation of SPC

- a. 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 also hold a minimum of 10%/26% (twenty-six per cent) of such Equity respectively 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.
- b. A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participate in more than one Bid for the same Project site, all Bids of which a Bidder or a member of a Consortium shall be summarily disqualified and will not be allowed to participate in the Bid.
- c. 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.
- d. RFP submitted by a firm or Consortium must comply with the following requirements:
  - i. The RFP shall include all the information required for each member of Consortium separately.
  - ii. 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.
  - iii. The members of Consortium shall clearly mention the roles and responsibilities of each member of the Consortium and copy of the agreement evidencing the same duly executed by all the members of the Consortium shall be submitted as per **Annexure 7**.
  - iv. If the Selected Bidder is a Consortium, an Agreement shall be signed with the SPC incorporated by such Consortium; however, all members of the Consortium shall be liable

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jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

### **3.5.5 Change in Composition and Equity Participation of the Consortium**

- a. 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 3.5.4 hereinabove till the completion of the License Period.
- b. 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 3.5.4, shall require prior written approval of CMRL. As and when the SPC is incorporated 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 within 7 days of incorporation of SPC

### **3.6 Conflict of interest**

a. A Bidder shall not have a conflict of interest (the “Conflict of interest”) that affects the Bidding process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the CMRL shall forfeit and appropriate the Security Deposit, as mutually agreed genuine loss and damages likely to be suffered by CMRL and not by way of penalty for interalia, the time cost and effort of CMRL, including consideration of such Bidders proposal without prejudice to any other right or remedy that may be available to CMRL hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding process, if: quarterly

- (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

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- (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 of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (v) 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.
- a. 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 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.

### 3.7 Language and Currency

1. The Bid and all the related correspondence and documents shall be written in English language only.
2. The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

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### 3.8 Tender Security/ Earnest Money Deposit (EMD)

- (i) The Bidder shall submit a Tender Security/ EMD Rs. 24,00,000 /- (Rupees Twenty four Lakhs Only);
- (ii) Demand Draft in the favor of Chennai Metro Rail Limited payable at Chennai from a Scheduled Commercial bank based in India,
- (iii) In case of Consortium, FDR for tender security/EMD shall be in the name of Consortium and not in name of individual members. The Tender Security/EMD shall remain valid up to the Period mentioned under Schedule of Bidding Process.
- (iv) The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for property development at integrated plot at Ashok Nagar Metro Station.
- (v) Any Tender not having an acceptable Tender Security/EMD shall be rejected by the CMRL considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post Bid clarification shall be sought on tender security.
- (vi) The Tender Security/EMD of the successful Bidder shall be returned upon the execution of the License Agreement and receipt of Security Deposit by CMRL.
- (vii) The Tender Security of Bidders who fails in technical evaluation shall be returned after opening of financial package. Tender security/EMD of the unsuccessful Bidders in financial opening shall be relicensed after unconditional acceptance of the Letter of Acceptance (LOA) by the successful Bidder.
- (viii) The Tender Security / EMD shall however be forfeited in the following cases:
  - a) if the Bidder withdraws the Bid between the Bid Due Date and the expiration of the Bid Validity Period;
  - b) if the Selected Bidder fails to make the payments (as per Clause 4.9) within the time specified in this RFP, or any extension thereof granted by CMRL;
  - c) If the selected Bidder refuses or neglects to execute the License Agreement or fails to furnish the required Performance Security within the time specified or extended by the Employer
  - d) If the Bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

### 3.9 Security Deposit

1. The successful Bidder/Licensee shall also submit 60% of government guide line value in the respect of the land measuring 1742 sqm in the form of an irrevocable and unconditional Bank Guarantee (herein after referred to as "BG"). This BG shall be submitted within 30 days of issue of the LOA. The BG shall be in the form set out in Annexure 9 of this RFP. The BG shall be



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submitted from any of public sector undertaking banks. The BG shall be renewed for the 60% of government guide line value in the respect of the land measuring 1742 sqm.

2. 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.
3. The Security Deposit would however be forfeited in case of any 'Event of Default' as described in the Draft License Agreement and/or in accordance with terms specified elsewhere in the Bid Document.
4. The Security Deposit shall not carry any interest.

### **3.10 Proposal Preparation Cost**

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

### **3.11 Validity of Offer**

1. The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the 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.
2. A Bidder agreeing to the request for extending the validity period will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the relevant period of extension.
3. The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the License Agreement.

### **3.12 Preparation and Submission of Proposal**

1. The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in Section 5.
2. The completed Bids shall be accepted only up to the date and time as specified in under the Schedule of Bidding Process Section-2 of this RFP document. Bids have to be submitted online on the website [http://chennaietrorail.org/Business\\_Development/tenders/](http://chennaietrorail.org/Business_Development/tenders/).
3. CMRL, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum to those Bidders who have purchased the Bid document from the office of the CMRL and by also placing the same on the website <http://chennaietrorail.org/tenders/>. The Bidders shall furnish the information strictly as per the formats given in Section 5 of this document without any ambiguity. The CMRL shall not be held responsible if the failure of any

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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. In case of a Consortium the Bid must contain such information individually for each member of the Consortium as mentioned in this RFP
5. In case of a Consortium, the members shall submit an original Memorandum of Agreement (MOA) as per **Annexure – 7** duly executed by all the members of the Consortium conveying their intent to jointly submit the 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 roles 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.
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) (vide **Annexure – 8**) 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.
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.
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.
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.
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.

### 3.13 Submission of Bids

1. The RFP Document cost and tender security shall be submitted to the office of the CMRL.
2. The technical package/qualification documents shall be submitted as per the details given below:
  - Letter of Application and Interest (As per **Annexure 1**)
  - Technical capability of the Bidder related information (As per **Annexure 2**)
  - Summary of Financial details (As per **Annexure 3**)

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- Memorandum of Agreement (MOA) in case of a Consortium (As per **Annexure 7**) Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership Deed in case of a Partnership.
  - Power of Attorney for Signing of the Application (As per **Annexure 8**)
  - Affidavit (As per **Annexure 5**)
  - A declaration (As per **Annexure-11**) stating that the tender document/addendums/clarifications, if any, placed up to the date of opening of Bids on the e-tendering portal [<http://chennaiemr rail.org/tenders> ] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions
3. The Financial Proposal (as per **Annexure 4**) shall be submitted to the office of CMRL as hard copy.
  4. Tender cost and EMD received after proposal Due Date and time shall not be accepted.
  5. CMRL will not be responsible for any delay, loss or non-receipt of 'Tender Security' (EMD) and 'Cost of Tender Document' (Tender Cost) sent by post / courier

### 3.14 Bidder's Responsibility

1. It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:
  - (a) The requirements and other information set forth in this RFP document.
  - (b) The various aspects of the Project including, but not limited to the following:
    - i. The site, existing facilities, encumbrances within the sites and structures, the access to the roads and the utilities;
    - ii. All other matters that may affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Project.
    - iii. All the Bids shall be signed and sealed by the Bidder or the duly authorized signatory of the Bidder.
    - iv. Bidder shall visit the Project Site at its own cost before submitting the Bid.
2. The 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 and CMRL forfeit EMD.

### 3.15 Modification and Withdrawal of Proposals

1. No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.
2. Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the EMD.

### 3.16 Opening of Bids

- a) The Technical Package of all Bidders who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of Bidders

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who choose to attend on the date & time as mentioned in tender document in the office of the Executive Director/Contracts, Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107.

- b) If the documents do not meet the requirements of CMRL, a note will be recorded accordingly by the Office of CMRL.
  - c) The Bidders name, details of the tender security and such other details as the CMRL or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
  - d) CMRL reserves the right to reject any Proposal and forfeit the EMD, if it is not signed, sealed and marked as stipulated in Clause 3.15
  - e) The information and documents have not been submitted as requested and in the formats specified in the RFP.
  - f) There are inconsistencies between the Bid Proposal and the supporting documents.
  - g) It does not mention the validity period as set out in earlier clauses.
  - h) It provides the information with material deviations, which may affect the scope or performance of the Project.
  - i) There are conditions proposed with the Technical and/or Financial Proposals.
1. A material deviation or reservation is one:
- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
  - b) which limits in any substantial way, inconsistent with the RFP document, the CMRL's rights or the Bidder's obligations, or
  - c) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.
  - d) No request for modification or withdrawal shall be entertained by the CMRL in respect of such Proposals.

### 3.17 Responsiveness of Bids

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:
- a) it is received by the deadline for submission of Bid/Proposal;
  - b) It contains information complete in all respect as required in the Bid Documents (in the formats specified);
  - c) it is signed, sealed and marked as stipulated;
  - d) it is accompanied by receipt of Bid Document Fee;
  - e) it is accompanied by the EMD/ Bid Security;
  - f) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
  - g) The document is accompanied by the Checklist as prescribed.

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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.
3. To facilitate checking the responsiveness and evaluation of Bids, CMRL may at its sole discretion, without being under any obligation to do so, reserves 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, its 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. No Bidder shall however have the right to
  - a) give any clarification unless asked for by CMRL, in any manner whatsoever, with respect to the Bidding process, or
  - b) Intervene in any manner whatsoever, in the Bidding process.

### **3.18 Evaluation Of Bids**

#### **3.18.1 General Bid Evaluation**

1. The Bids of the Bidders shall be evaluated in two stages. “Tender Security” and “Technical Qualification” will be evaluated which will cover following items:
  - a) First of all, it will be determined whether each tender is accompanied with the valid Tender Security i.e. the required amount and in an acceptable form as stated in Clause 3.8 above. 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 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.
  - b) 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 nonconforming deviation or reservation.
  - c) If any tender is rejected, pursuant to paragraph 3.19.1(b) above, the Financial Package of such Bidder shall not be opened.
  - d) The decision of CMRL as to which of the tenders are not substantially responsive shall be final.
  - e) In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such Bidder shall not be opened.

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### 3.18.2 Evaluation of Financial Proposals:

2. 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 online in front of attending Bidders.
3. 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.
4. 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 in this regard 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.
  - a) 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, its Bid shall be rejected & the EMD shall be forfeited.
  - b) The Bidder found eligible and quoting the highest amount as License Fee in its Proposal shall normally be declared as the Selected Bidder for the Project.
  - c) 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.
  - d) 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.
  - e) Further, in the event of the highest Bidder withdrawing its 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 its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, 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 its sole discretion.

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### **3.19 Right to Reject Bids**

1. The CMRL reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the 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.
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.
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 to seek any claims, damages, compensation or any other consideration whatsoever on this account, from CMRL.

### **3.20 Misrepresentation/Fraud/Breach of Terms and Conditions**

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 for refund of any amount/s deposited / paid by it.

### **3.21 Disputes**

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 used as a reason for citing any dispute.
2. The Courts at Chennai shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

### **3.22 Confidentiality**

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 treat it in confidence. CMRL will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.23 Acceptance of the Offer**

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

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### **3.24 Execution of License Agreement**

1. The Selected Bidder shall be required to pay the License Fee (GST extra) as per prescribed scheduled and deposit the requisite Performance Security to the CMRL within 30 days of issue of the LOA.
2. The License Agreement shall be executed within a period of 7 days from the payment of License Fee & Performance Security by the Selected Bidder to the CMRL which shall be the 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 its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the CMRL. Also, joint measurement of the land shall be made by CMRL and authorized representative of selected Bidder before signing of the License agreement. The actual area calculated will be incorporated in the agreement and License Fee will be adjusted accordingly.
3. The access to the licensed land shall be granted to the Selected Bidder only upon execution of the License Agreement.
4. The responsibility for registration of license agreement shall vest with the selected Bidders. The cost of stamp duty for execution of the License Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.
5. In case of failure to sign the License Agreement within the stipulated time, the CMRL shall retain the right to cancel the LOA and forfeit the Bidder's EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.
6. The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and CMRL shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the EMD and any other amount deposited till that time as 'Damages'.

### **3.25 Unsuccessful Bidders**

1. 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. The EMD/ Bid security shall be returned without payment of any interest.





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# **SECTION 4 GENERAL CONDITIONS OF LICENSE AGREEMENT**

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### 4 CONDITIONS OF LICENSE AGREEMENT

#### 4.1 General Conditions

1. After signing of LOA and execution of License Agreement, the Selected Bidder shall be granted access to the subject land to design, construct, operate, manage and maintain the subject land as mentioned in Clause 2.1.3 of this RFP and as detailed in **Annexure –6** of this RFP document.
2. Areas indicated in Clause 2.1.3 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 land and in case there is any variation in the area, the License Fee shall be adjusted on pro-rata basis.
3. In case any additional FSI over and above the existing FSI (the 'Additional Area') is available in future, the Additional Area may be allotted to the Licensee at the sole discretion of CMRL on the request made by the Licensee upon payment of additional License Fees (at applicable rate at that time by increasing @5% every year as done in the case of recurring payment) and the Annual License rate of License Fee on the date of such request made by the Licensee on pro rata basis. The License Period of such Additional Area shall however be co-terminus with the License Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be borne by Licensee.

#### 4.2 Period of 'License'

1. The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the License Agreement (commencement date) which shall be executed within a period of 7 days from the payment of License Fee & Performance Security by the Selected Bidder to the CMRL (hereinafter referred to as "Commencement Date").
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 its sole discretion. 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

#### 4.3 Moratorium Period

1. For carrying out the construction works etc. the successful Bidder would be permitted a maximum License Rent Fee free period up to 0.6 years from the date of signing of the License Agreement (hereinafter referred to as "Moratorium Period").

#### 4.4 Right to Sub-License

1. The Licensee (considering Bidder as licensee) shall be entitled to sub-License the built-up site to any person or entity (the "Sub-Licensee"), only after completing the necessary structures and after providing necessary utility services. Further sub license by a Sub-Licensee shall not be permitted.

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2. The sub-License shall however be for the use of the Site and its structures, during the subsistence of the Licensed Period with a clear stipulation that all such sub-License granted shall terminate simultaneously along 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 in the Sub License Deed shall not have any claim or seek any compensation from CMRL for such termination. It is clarified further that the Sub- Licensee shall only be entitled to such of those rights that are granted to the Licensee.
3. The Licensee shall prepare a draft standard format of the sub-License agreement, which will be required to be signed by the Sub-Licensee for use of the subject Site. However, the prior written approval of CMRL shall be obtained by the Licensee in respect of such standard draft of the sub-license before entering sub license arrangement. CMRL may specify certain covenants to be incorporated in the sub-License agreement to protect its 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 License to CMRL for verification and record. CMRL reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.
4. At any point of time, the Licensee shall not enter or cause any of its Sub- Licensee to enter into any further sub-License agreement with any person or entity for transfer of its rights. Any such act of the Licensee or Sub-Licensee shall render the License Agreement liable for termination by the Lessor at the sole cost and expense of the Licensee.

### **4.5 End of the License Period**

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 its 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 at all times belongs to CMRL. All the buildings/super structure, furniture and fixtures and other assets which are of a permanent in nature and attached to the earth attached to the Project Facility shall revert to CMRL without any obligation on CMRL to pay or adjust any consideration/compensation or other payment to the Licensee. CMRL at its own discretion may allow the sub- Licensee / tenant(s) / end user(s) to continue on mutually negotiable terms and conditions.
2. For the purpose of clarification, at the end of the License Period, the rights of the Licensee cease automatically and all the right, title and interest in the property revert back to CMRL in to. Thereafter, the CMRL shall have the absolute right to run the Project Site on its own, or re-License or license it to any third party or to manage it in any other manner as it may deem fit and in its sole discretion.

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### 4.6 Approvals from CMRL

1. All communication in all matters regarding the approvals related to the subject Site shall be forwarded to the nodal officer as appointed by the CMRL. The nodal officer shall act as a single window for the Licensee and shall be responsible for all the matters related to the subject Site.
2. The Licensee shall forward all, such as approval of plans etc. related to the Licensed Site(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected / processed / amended (in case other organizations are involved for approvals such as CMDA etc.) by the CMRL within 30 days of the receipt of the request. The Licensee shall apply and obtain for all required approvals only in the name of CMRL.
3. The nodal officer for this Bid will be the CMRL (planning and business development department), CMRL or any other successor officer nominated by CMRL in this regard.

### 4.7 Statutory Clearances

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.
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.
3. Licensee will submit the plans and drawings to CMRL for approval before the same are submitted to the concerned authority for approval.
4. The Licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. **in the name of CMRL only**. It is to be clearly understood that the obligations of obtaining all such clearances are entirely on the Licensee and the CMRL may only provide assistance wherever possible without any obligation. However, requisite approvals from local authorities will required to be taken only by Licensee.
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.
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, Chennai Building Bye-laws and Chennai Fire Safety (Fire Prevention) Rules throughout the concession period.

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

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. The developer is advised to procure insurance for meeting such liabilities at his own cost.

### 4.8 Assignability & Encumbrances

1. Except for sub- leasing the use of the Licensed Site(s) and the constructed space 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.
2. The Licensee may subject to the first and paramount charge of CMRL over the receivables and other users of the built-up space and facilities, for the payment of the amounts becoming due to CMRL, create second or sub - servient or further charge over the receivables as the security in favor of the recognized Financial Institution(s)/Banks for who have provided necessary financial assistance for implementing the Project.
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.4.8.4 except as mentioned in Para 2 above. 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 PD 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.
4. The licensee shall not be allowed to monetize the licensed area, facilities, constructions or installations therein, through Real Estate Investment Trust (REITs) / Infrastructure Investment Trust etc.

### 4.9 Payments to CMRL- Bid Criteria

1. The following payments shall be considered for evaluating the successful bid.
  - a. **An annual payment of maximum yearly license fee\*, above the 8.5% yearly rental value at government guideline value of INR 6,700 per sft in respect of land admeasuring 1,742 sqm,**
  - b. Submission of BG for the value of 60% of government guideline land value (INR 6,700 per sft) of the land admeasuring 1,742 sqm and
  - c. An additional annual payment of 5% on the rental value quoted in criteria a. above on year on year till the expiration of license period.

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

***\*The yearly rental value indicated in criteria a. above is exclusive of all registration charges and duties laid down by the GOTN***

2. The License fee is excluding of taxes and payable in equal quarterly installments and the amount is payable for each quarter in advance within seven days of the commencement of the respective quarter as detailed below.
  - a. GST as applicable will be borne solely by the Licensee.
  - b. All other statutory taxes, statutory dues, local levies, stamp duty, registration charges as applicable shall be borne by the Licensee. Property tax of the Licensed area shall be paid by licensee (in the name of CMRL) directly to the respective authority at applicable rates within the stipulated period as stipulated under the laws and submit the original tax receipts to CMRL. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities about this License Agreement.
  - c. In case of extension of the Commencement Date , for whatsoever reason, an escalation on the Advance License Fee and other charges if applicable, shall be payable @ 5% every year from the date of Commencement Date. The Licensee shall make this payment in every quarter seven days before the commencement of the next quarter.
  - d. Any delay in payments in the preceding Clauses shall attract penalty of interest @20% per annum 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 Advance License Fee shall be treated as 'Licensee Events of Default'. In such an eventuality, the CMRL retains the right to encash the Performance Security and claim damages from the Developer and even terminate the License Agreement as mentioned in the 'Performance Security' Clause of the Draft License Agreement.
  - e. In the event of default of Licensee in making payments of License Fee, Advance 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.

### 4.10 Extension of Date of Commencement / License Period

1. If in event of, the progress of work being delayed by any act which is beyond the control of CMRL or by other contractor / Licensee employed by CMRL or in executing the works 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 10 days of happening of such an event and accordingly either Commencement Date or Moratorium Period or License Period individually or in combination may be extended suitably, as in the opinion of CMRL are reasonable having

## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

regard to the nature and period of delay and the type and quantum of works affected thereby. However, the decision of CMRL is final and binding on the Licensee.

2. Apart from above, the Licensee shall not be eligible for any other compensation for works so carried forward to the extended period. 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.
3. 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.
4. 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. The operational structures of CMRL including station building, ancillary buildings, commercial portion under occupation by CMRL's Licensee, and the land under the aforesaid buildings will not be handed over to the Licensee at any time.
6. Licensee will provide unfettered and safety access passage for station commuters at all times. Passage shall be in accordance with requirements of CMRL during the entire term of License Agreement.
7. Licensee shall provide unfettered access to the authorized representative of CMRL and its operation staff for the purpose of maintenance works, if applicable, inside the specified area at all times during the License period.
8. 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.
9. The Licensee shall plan the layout in such manner that it provides access to station and ancillary buildings such as ASS room, Fire sump and pump room etc all the time, as well as meets the requirement of Bye laws enacted by local bodies.
10. The Licensee will not cordon off the metro station, and fire access road from project site, by constructing any structure which restrict visibility and may cause obstruction to fire tender route / fire escape area. Licensee will also ensure visibility on the surroundings of metro station from and to the project site.
11. 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 months period under the supervision of CMRL.
12. 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.
13. 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.

## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

14. Licensee shall design the proposed property development building for design life of 70 years or longer period than 70 years.
15. 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.
16. Licensees shall strictly adhere to the bye laws, rules issued by the local authority during entire license period.
17. Licensee shall study the Traffic Impact Assessment of the project and provide the amenities / service area / parking etc. at its cost to cater the additional demand generated due to commissioning of the Project.
18. 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 for 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.
19. The subject site at Ashok Nagar Metro Station shall be licensed to the Licensee for the purpose of property development only.
20. The Licensee must note that they would be required to comply with the FSI regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the Master Plan of Chennai and other prevalent applicable regulations.



## **SECTION 5**

### **ANNEXURES**

**Formats for Submission**



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### **Annexure 1** **Letter of Application**

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

**The Planning and Business Development Department,  
Chennai Metro Rail Limited  
Admin Building, CMRL Depot, Poonamallee High Road,  
Koyambedu, Chennai – 600107**

**Sub: RFP for Property Development at Ashok Nagar Metro Station, Chennai**

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 **property development at 1742 Sqm (approx.) plot at Ashok Nagar Metro station, (hereinafter referred to as "Project") on License basis**, according to the terms & conditions provided by CMRL.
2. The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Chennai Metro Rail Limited. have 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: .....



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

Phone: ..... Fax: .....

5. This application is made with full understanding that:
  - (a) Bids will be subject to verification of all information/details/documents submitted at the time of 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 one hundred eighty (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. We agree that, without prejudice to any other right or remedy, CMRL shall be at liberty to forfeit the entire EMD.

Authorised signatory  
Name and seal of Bidder

Date:  
Place:

### **Encl:**

- 1) The Tender Security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and/or \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the form of Demand Draft/Pay Order/ BG bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated \_\_\_\_\_.
- 2) Power Of Attorney for signing of Application Board resolution authorising the signatory (Suggested Format at Annexure 8)



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

- 3) Memorandum of Agreement (MOA) in case of a Consortium
- 4) Relevant Submissions as per the given Formats.

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### Annexure 2

#### TECHNICAL CAPABILITY OF THE BIDDER RELATED INFORMATION

##### 1. Important Instructions:

- a) The information requested for should be strictly filled in the blank sites provided for this purpose.
- b) 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 the consortium members are required to provide the following details-**

Sl.	Particulars	
(i)	Name of Applicant / Lead Member of consortium	
(ii)	Registered under the Companies Act, 1956	(Tick whichever is applicable) Yes No
(iii)	Name(s) of Promoters	1. 2. 3.
(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 Institutions :
		Public :
		Others :



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

### **ENCLOSE AS ANNEXURE 2**

- (i) Copy of appropriate 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.



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### 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 of the <b>Commercial / Property Development Project</b>	
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)	

Name of Applicant/Member of the consortium:

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

**ENCLOSE AS ANNEXURE**

**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**

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

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 clause 3.5.4 (in case of consortium Bidders) (in Rs. Crores):

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

Details	1. 2016-2017 (in Rs crores)
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)**

Financial Year	2014 – 15	2015-16	2016-17
1. Annual Turnover <sup>1</sup> as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]

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):



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

Details	2. 2016-2017 (in Rs crores)
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):

Financial Year	2014 – 15	2015-16	2016-17
Annual Turnover <sup>2</sup> 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)

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

Details	3. 2016-2017 (in Rs crores)

## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

Details	3. 2016-2017 (in Rs crores)
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 Turnover (Rs. in Crores):**

Financial Year	2014 - 15	2015-16	2016-17
Annual Turnover <sup>3</sup> as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]

Dated

Applicant's Signature

(With seal of the company)

Full Name

Designation\

Name of the Company

Address of the company



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### Annexure 3 Summary of Financial Details

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

(Rs. Crore)

Particulars			
Accounting year	2014-15	2015-16	2016-17
Annual Turnover			

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets for the preceding 3 (Three) years. If annual Audited for 2016-17 is not available then provide unaudited Balance Sheet for 2016-17 along with affidavit as mentioned at clause 3.5.3.2.
- 2) Attach Certificate duly signed by the Statutory Auditors depicting year wise turnover
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors

(with seal & registration no.)

Date:



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

### **Annexure 4**

#### **Format for Financial Proposal- Ashok Nagar Package**

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

**The Planning and Business Development Department,  
Chennai Metro Rail Limited  
Admin Building, CMRL Depot, Poonamallee High Road,  
Koyambedu, Chennai – 600107**

Sub: "RFP for Property Development at **Ashok Nagar** METRO Station Complex: ("Project")

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.

- a. **An annual payment of maximum yearly license fee\* \_\_\_\_\_, above the 8.5% yearly rental value at government guideline value of INR 6,700 per sft in respect of land admeasuring 1,742 sqm,**
  - b. Submission of BG for the value of 60% of government guideline land value (INR 6,700 per sft) of the land admeasuring 1,742 sqm and
  - c. An additional annual payment of 5% on the rental value quoted in criteria a. above on year on year till the expiration of license period.
1. 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.
  2. 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.
  3. In an event, we are the selected Bidder, any failure to deposit requisite Fee and Performance Security within 30 days **from the issue of LOA** would entitle the CMRL to forfeit the Tender Security.



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

4. 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 &
5. will be forfeited.
6. 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:



## RFRFP for Property Development at Land located at Ashok Nagar Metro Station

### 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 authorised signatory of .....(insert name of company /consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) Property Development at Ashok Nagar **Metro station** Chennai (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 authorise and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/information provided by us under this Bid and as may be deemed necessary by CMRL.
4. 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.



## **RFRFP for Property Development at Land located at Ashok Nagar Metro Station**

### **VERIFICATION :-**

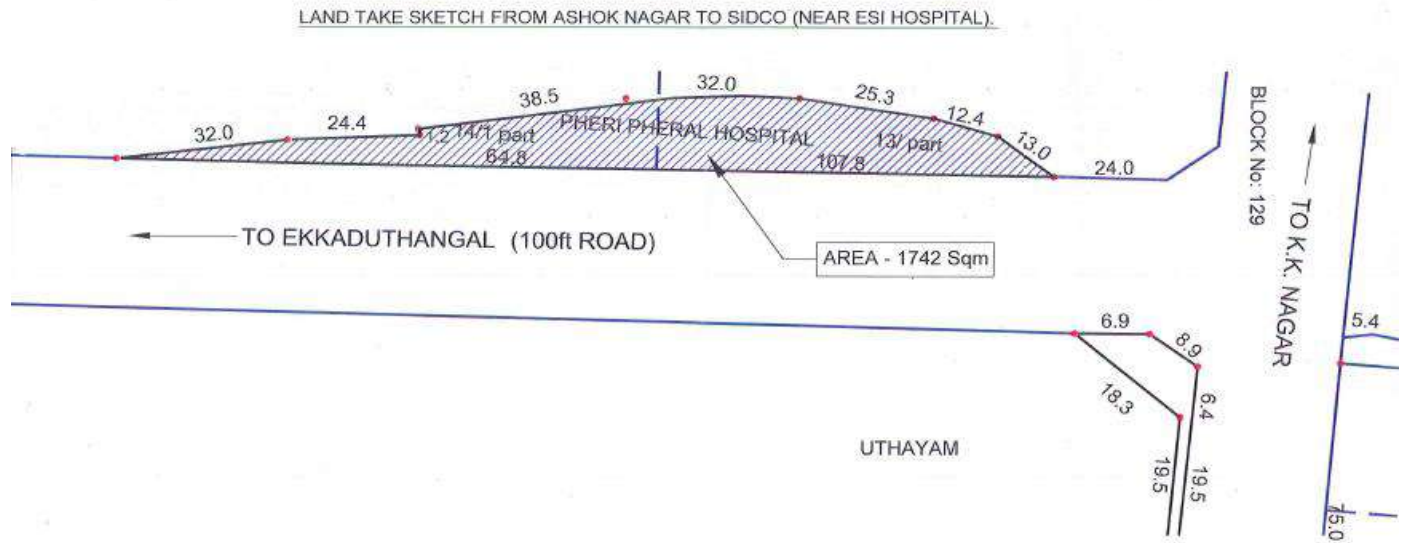
I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of.....,2015.

**DEPONENT**

## Annexure 6

### DETAILS OF THE LAND WITH 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 \_\_\_\_, 2018.

#### **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 Development on a land parcel, admeasuring approx. 1742 Sqm, adjoining the Ashok Nagar Metro station ("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 Development on a land parcel, admeasuring approx. 1742 Sqm, adjoining the Ashok Nagar Metro station ("Project")'** in terms of the Bid invited by Chennai Metro Rail Limited., (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 fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.
4. That the 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

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- 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 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 (\_\_\_ %) of shareholding with reference to the Consortium for the Project.
    - b) The Participant Member 1 shall have \_\_\_\_\_ (\_\_\_ %) of shareholding with reference to the Consortium for the Project.**
    - c) The Participant Member 2 shall have \_\_\_\_\_present (\_\_\_ %) of shareholding with reference to the Consortium for the Project.
  7. That in order to fulfil 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 shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the Project.
  8. 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.
  9. 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



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Parties, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.

10. 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.
11. 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  
 (-----)  
 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.



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### 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 in connection with 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 in connection with 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 will be available in CMRL Admin Building)**



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### 4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause 3.20.7 of the “RFP document”.
- c. if the Tenderer having been notified of the acceptance of his tender by the CMRL during the period of tender validity:
  - i. fails or refuses to furnish the Security Deposit in accordance with Clause 3.11 of the “RFP document” and/or
  - ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 3.26 of the “RFP document”.

We undertake to pay to the CMRL mere on demand without demur up to the above amount upon receipt of his first written demand, without the CMRL having to substantiate his demand provided that in his demand the CMRL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

#### Signature of Witness

#### Signature of Authorized Official of the Bank

Name: .....

Name of Official .....

Address: .....

Designation .....

Stamp/Seal of the Bank.....

#### Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.



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2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to CMRL.

### **ANNEXURE- 10**

#### **(Declaration as per 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 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.



## **Annexure -11**

### **DECLARATION 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 e-tendering portal [www.tenderwizard.com/CMRL](http://www.tenderwizard.com/CMRL). 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 the e-tendering portal [<http://chennaiemr.org/tenders/>]. 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**