



**CHENNAI METRO RAIL LIMITED**

**NOTICE INVITING e-TENDER**

Contract Name	Tender for Licensing of built-up bare shell Shops / Office Spaces located at Selected Elevated and UG Metro Stations along Corridor- 1 & 2 of Phase-I and its Extensions
Contract No	CMRL/BD/Retail-6/2022/482/01
Documents downloaded from	From 17/03/2022 to 18/04/2022 up to 17:00 hrs through e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Pre Bid Meeting Date	29/03/2022 on 11:30 hrs at CMRL Office- Admin Building, Koyambedu, Chennai -107.
Due Date of Bid Submission	18/04/2022 up to 17:00 hours (IST)
Date of Bid Opening	19/04/2022 at 17:05 hours (IST)
For complete details, please visit e-procurement website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . Any Corrigendum/Addendum to this publication, if any, would appear only on above mentioned website and will not be published in newspapers. No manual bids will be accepted.	
Tender inviting Authority: Chief General Manager (P&BD), Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107 Phone 044- 2379 2000 / <a href="http://www.chennai-metro-rail.org">www.chennai-metro-rail.org</a> . E-mail: <a href="mailto:krishnan.rm@cmrl.in">krishnan.rm@cmrl.in</a>	

**Chief General Manager (P&BD)**

# **CHENNAI METRO RAIL LIMITED**



## **Tender Document for Licensing of bare shell Shops / Office Spaces located at Selected Elevated and UG Metro Stations along Corridor- 1 & 2 of Phase – I & it's extension**

CMRL/BD/Retail-6/2022/482/01

### **Chennai Metro Rail Limited**

Admin Building, CMRL Depot,  
Poonamallee High Road, Koyambedu, Chennai – 600 107

Phone: 044 – 2379 2000

Website: [chennaietrorail.org](http://chennaietrorail.org)

## **DISCLAIMER**

- I. This Tender document for “Licensing of bare shell Shops/ Office Spaces located at selected Metro Stations along Corridor 1 & 2 of Phase 1 & it’s extension” contains brief information about the available Shops / Office Spaces, Qualification Eligibility Requirements and the Selection process for the successful bidder. The purpose of the tender document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information (‘Information’) contained in this Tender Document or subsequently provided to interested parties {the “Bidder(s)”}, 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 the Tender Documents and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require in this regard. This Tender Document has been prepared with a view to provide the relevant information about the said bare Shell Shops/ Office Spaces at selected Elevated and UG Metro Stations along Corridor 1 & 2 of Phase 1 & it’s extension available with CMRL. CMRL advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. CMRL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given before the pre-bid meeting, by the Bidders, to the office of the CMRL immediately by the Bidders. If CMRL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the tender document.
- V. Any character or requirement for the Bare Shell structure, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

This Tender Document is not an agreement, offer or invitation by CMRL to any other party. The terms for development of Bare Space as bare shell structure and the right of the successful Bidder, shall be as set out in separate agreements

executed between CMRL and the successful Bidder broadly in the format setout herein.

- VI. CMRL reserves the right to accept or reject any or all Bids without giving any reasons thereof. CMRL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.
- VII. CMRL reserves the rights to cancel the entire bidding process without assigning any reasons and to recall again at its discretion with same terms or otherwise and parties offered proposal is not entitled any sort of claims in this regard.
- VIII. Tenderers are asked to follow the <https://eprocure.gov.in/eprocure/app> for tenders/ tender updates.

## CONTENTS

Chapter No.	Items	Page No.
<b>Tender document for Licensing of bare shell Shops/ Office Spaces at selected Elevated and UG Metro Stations along Corridor 1 &amp; 2 of Phase 1 and it's extension</b>		
1	<a href="#">Definitions</a>	6
2	<a href="#">Notice Inviting Tender</a>	8
3	<a href="#">Eligibility Criteria for Bidders</a>	17
4	<a href="#">Instructions to Tenderers</a>	20
5	<a href="#">General Terms and Conditions</a>	23
6	<a href="#">Submission of Bids by Bidders</a>	30
7	<a href="#">Evaluation of Bids</a>	41
8	<a href="#">Fraud and Corrupt Practices</a>	45
9	<a href="#">Miscellaneous</a>	48
<b>Tender Annexure</b>		
Annexure-1	<a href="#">Details of built-up bare shell Shops/ Office Spaces offered for Licensing</a>	50
Annexure-2	<a href="#">Letter Comprising the Bid</a>	54
Annexure-3	<a href="#">General Information of the Bidder</a>	58
Annexure-4	<a href="#">Financial Eligibility</a>	59
Annexure-5	<a href="#">Power of Attorney of Bidder</a>	60
Annexure-6	<a href="#">Financial Bid-BoQ</a>	61
Annexure-7	<a href="#">Consortium Agreement / MoU</a>	62
Annexure-8	<a href="#">Affidavit</a>	65
Annexure-9	<a href="#">Undertaking of Responsibility</a>	67
Annexure-10	<a href="#">List of banned Usage</a>	68
Annexure-11	<a href="#">Rules and Guidelines &amp; Specifications</a>	69
Annexure-12	<a href="#">Plans of Built Up Spaces</a>	76
Annexure-13	<a href="#">Undertaking for Downloaded Tender document</a>	77
Annexure-14	<a href="#">Undertaking for not being banned for business by any Govt. Organization / PSU, etc.</a>	78

Annexure-15	<a href="#">Disclosure of Past &amp; Ongoing Litigation</a>	79
	<a href="#">Draft License Agreement</a>	80

## CHAPTER: 1

### 1. DEFINITIONS

- a) **“Agreement”** means the License Agreement to be executed between CMRL and the selected bidder.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to Tender Documents.
- d) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Tender documents to CMRL
- e) **“CMRL”** means Chennai Metro Rail Limited.
- f) **“Commencement Date”** means the date of commencement of License Fee after expiry of fitment period subsequent to handing over of the station / from date of commencement of business operation, whichever is earlier as defined in Tender document. (End of Rent Free Period)
- g) **“Construction/s”** means the building, infrastructure including all utilities and constructions of any nature whatsoever as developed by the Licensor on the Project Site.
- h) **Category – A Space** means the space having area equal to or less than 50 sqm. The category of space shall be applicable on the actual area of space while hand-over.
- i) **Category – B Space** means the space having area more than 50 sqm. The category of space shall be applicable on the actual area of space while hand-over.
- j) **“License”** means the License granted by CMRL to the Licensee at Metro Station under terms and conditions of the License Agreement.
- k) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.

- l) **“License Fee”** means the amount payable by the Licensee to CMRL as per terms and conditions of the License Agreement.
- m) **“License Period”** means a period of License tenure from the commencement date subsequent to expiry of fitment period after handing over of the station.
- n) **“LoA”** means the letter issued by the Licensor notifying award of license right to the selected Bidder.
- o) **“Interest Free Security Deposit”** means interest free amount to be deposited by the Licensee with CMRL as per terms and conditions of License Agreement as a security against the performance of the License agreement
- p) **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.
- q) **“Selected Bidder”** means the bidder who has been selected by CMRL, pursuant to the bidding process for award of License.
- r) **“Sub-licensee”** means an entity to whom the successful licensee may at his option sub- license the license obtained from CMRL
- s) **“Tender Fee”** means the amount paid by the Bidder towards charges for purchase of the tender document.



## **CHAPTER: 2**

### **2. NOTICE INVITING TENDER**

2.1 Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) for the construction of Metro Rail in the Chennai city with loan assistance from Japan International Co-operation Agency (JICA). The total length is 54.1 km (Phase 1 of the Chennai Metro Rail Project).

2.2 Chennai Metro Phase I comprises of two corridors — Corridor 1 from Wimco Nagar Depot to Airport and the Corridor 2 from Central to St.Thomas Mount. There will be 41 stations of which 21 will be underground and 20 will be elevated. The Corridor-2 from Chennai Central to St. Thomas Mount and Corridor-1 from Wimco Nagar Depot to Airport stations of Phase – I and its extension, is in operation.

2.3 As part of its existing mandate Chennai Metro Rail Limited (CMRL) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to CMRL, and on the other hand facilitates CMRL commuters by providing one stop solution for their needs. Through this Bid, CMRL intends to select Licensee(s) to take up on 'License basis' the bare space as mentioned in Annexure-1 as bare spaces at selected metro stations of CMRL Network. The Station is easily accessible by road, sub-urban railway network and metro network from all parts of Chennai. It is proposed to grant Licensing Rights for commercial uses, as detailed in this document, approximately 25,857 Sq Mtrs area at locations in Street, Concourse and Link Bridge level in stations as is available. This built-up bare shell area shall present a unique opportunity for retail players/offices/ bankers, MNC, etc.

2.4 CMRL invites open E-Tenders / bids on single stage two packet system (Technical and Financial) from suitable Bidders who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under the company act 1956 / 2013 or a combination of above in the form of Joint Venture (JV)/consortium for selection of Licensee for

granting Licensing Rights for the commercial activities inside pre-identified bare space as bare shell structure at selected Metro Stations along Corridor 1 & 2 of Phase 1, as detailed in Annexure-1– on “as is where is basis” for commercial activities except banned list of usages as detailed in Annexure. CMRL shall receive E- Bids pursuant to this Tender 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 and conditions on or before the date specified in this document. Bidders are advised to visit the CMRL premises at the respective stations / site and familiarize themselves with various arrangements and all activities necessary in this regard.

## **2.5 Tender cost**

Tender Document (non-transferable) can be downloaded from the website <https://eprocure.gov.in/eprocure/app>. Cost of Tender document (non-transferable & Non-Refundable) is Rs. 40,000 /- (Rupees Forty Thousand only) including GST. The payment shall be paid online through NEFT/RTGS to CMRL Bank Account as a document cost. No other mode of payment will be accepted. However, bid document cost amounting to Rs. 40,000 /- (Rupees Forty Thousand only) shall only be payable irrespective of whether the bidder submits the bid for one or more station. The details of bank account of CMRL for payment of bid security are mentioned in clause 2.10 of NIT. The UTR no is required to be filled (*clearly indicating tender reference number i.e. Name of station with BD code in the remarks or description column*) and same need to be signed and uploaded along with technical bid. The Bid shall be summarily rejected if it is not accompanied with valid Tender document cost of appropriate amount and no technical evaluation will be undertaken. Further the bid will not be eligible for financial opening.

2.6 The Bidder shall submit his Technical and Financial Bid along with bid document cost and the interest free EMD (Bid Security) amount. Payment of bid security is to be made only by RTGS/NEFT. No other mode of payment will be accepted. The bidder shall specifically quote the name of the station / stations for which the bidder is submitting the bid document. The details of bank account of CMRL for payment of bid security are mentioned in clause 2.10 of NIT.

UTR number is required to be filled (clearly indicating tender reference number i.e. *Name of station with BD code* in the remarks or description column) and same need to be signed and uploaded refunded after award of License, without considering any interest thereof. If the selected bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by CMRL. The station-wise details of built-up bare shell spaces details offered for licensing along with the required EMD/Bid Security for is as follows:

Sl. No.	Name of Metro Station	BD Space Code	Location Level	Area (in sqm)	EMD (in INR)	Category	Min. Annual Turnover*
1	Vadapalani	SVA-RLB-02	Link Bridge	80	45,000	Cat. - B	6,50,880
2		SVA-RC-01	Concourse	323	1,79,000	Cat. - B	26,27,928
3		SVA-RC-02	Concourse	240	1,33,000	Cat. - B	19,52,640
4		SVA-RC-03	Concourse	261	1,45,000	Cat. - B	21,23,496
5		SVA-RLB-01	Link Bridge	502	2,78,000	Cat. - B	40,84,272
6	Ashok Nagar	SAN-RS-01	Street	120	60,000	Cat. - B	8,78,400
7		SAN-RS-02	Street	230	1,15,000	Cat. - B	16,83,600
8		SAN-RS-04	Street	111	56,000	Cat. - B	8,12,520
9		SAN-RS-05	Street	50	12,000	Cat. - A	N/A
10	Ekkattuthangal	SSI-RS-01	Street	40	10,000	Cat. - A	N/A
11		SSI-RS-02	Street	88	44,000	Cat. - B	6,44,160
12	St. Thomas Mount	SMM-RS-01	Street	48	10,000	Cat. - A	N/A
13		SMM-RC-01	Concourse	76	33,000	Cat. - B	4,76,976
14		SMM-RC-03	Concourse	60	26,000	Cat. - B	3,76,560
15	Nanganallur Road	SOT-RS-02	Street	33	7,000	Cat. - A	N/A
16		SOT-RC-01	Concourse	36	8,000	Cat. - A	N/A
17	Thirumangalam	STI-RC-01	Concourse	270	1,52,000	Cat. - B	22,32,360
18		STI-RC-03		45	12,000	Cat. - A	N/A
19		STI-RC-04		75	43,000	Cat. - B	6,20,100
20		STI-RC-05		275	1,55,000	Cat. - B	22,73,700
21	Anna Nagar Tower	SAT-RC-02	Concourse	147	75,000	Cat. - B	10,93,680
22		SAT-RC-03		85	44,000	Cat. - B	6,32,400
23		SAT-RC-04		89	46,000	Cat. - B	6,62,160
24		SAT-RC-05		340	1,73,000	Cat. - B	25,29,600
25	Anna Nagar East	SAE-RC-01	Concourse	192	98,000	Cat. - B	14,29,000
26	Shenoy Nagar	SSN-RC-05	Concourse	93	27,000	Cat. - B	3,83,904
27		SSN-RC-06		1900	5,34,000	Cat. - B	78,43,200
28		SSN-RC-07		66	19,000	Cat. - B	2,72,448
29		SSN-RC-08		28	4,000	Cat. - A	N/A

30		SSN-RC-09		64	18,000	Cat. - B	2,64,192		
31	Pachaippas College	SPC-RC-02	Concourse	39	7,000	Cat. - A	N/A		
32	Kilpauk Medical College	SKM-RC-02	Concourse	120	41,000	Cat. - B	5,94,720		
33	Egmore Metro	SEG-RC-01	Concourse	413	1,83,000	Cat. - B	26,86,152		
34		SEG-RC-04		162	72,000	Cat. - B	10,53,648		
35	Chennai Central	SCC-RC-01	Concourse	380	2,14,000	Cat. - B	31,41,840		
36		SCC-RC-02		595	3,35,000	Cat. - B	49,19,460		
37		SCC-RC-05		296	1,67,000	Cat. - B	24,47,328		
38		SCC-RC-06		3100	7,44,000	Cat. - B	2,56,30,800		
39		SCC-RC-07		198	1,12,000	Cat. - B	16,37,064		
40		SCC-RC-08		220	1,24,000	Cat. - B	18,18,960		
41		SCC-RC-09		180	1,02,000	Cat. - B	14,88,240		
42		SCC-RC-10		1225	6,89,000	Cat. - B	1,01,28,300		
43		SCC-RC-11		1062	5,98,000	Cat. - B	87,80,616		
44		SCC-RC-12		290	1,64,000	Cat. - B	23,97,720		
45		SCC-RC-13		153	87,000	Cat. - B	12,65,004		
46		SCC-RC-14		661	3,72,000	Cat. - B	54,65,148		
47		Saidapet Metro		SSA-RC-01	Concourse	55	19,000	Cat. - B	2,72,580
48				SSA-RC-04		60	21,000	Cat. - B	2,97,360
49	SSA-RC-05		28	5,000		Cat. - A	N/A		
50	Nandanam	SCR-RC-01	Concourse	75	24,000	Cat. - B	3,48,300		
51		SCR-RC-03		457	1,45,000	Cat. - B	21,22,308		
52		SCR-RC-05		60	19,000	Cat. - B	2,78,640		
53		SCR-RC-07		40	6,000	Cat. - A	N/A		
54		SCR-RC-08		62	20,000	Cat. - B	2,87,928		
55		SCR-RC-09		26	4,000	Cat. - A	N/A		
56		SCR-RC-10		40	6,000	Cat. - A	N/A		
57	Teynampet	STE-RC-01	Concourse	107	55,000	Cat. - B	7,96,080		
58		STE-RC-02		42	10,000	Cat. - A	N/A		
59		STE-RC-03		109	56,000	Cat. - B	8,10,960		
60		STE-RC-04		23	6,000	Cat. - A	N/A		
61		STE-RC-05		46	11,000	Cat. - A	N/A		
62		STE-RC-06		36	9,000	Cat. - A	N/A		
63		STE-RC-07		29	7,000	Cat. - A	N/A		
64		STE-RC-08		73	37,000	Cat. - B	5,43,120		
65		STE-RC-09		39	10,000	Cat. - A	N/A		
66	AG-DMS	SAG-RC-01	Concourse	20	5,000	Cat. - A	N/A		
67		SAG-RC-02		192	98,000	Cat. - B	14,28,480		
68		SAG-RC-03		330	1,68,000	Cat. - B	24,55,200		
69		SAG-RC-04		53	27,000	Cat. - B	3,94,320		

70		SAG-RC-05		31	8,000	Cat. - A	N/A
71		SAG-RC-06		1075	5,45,000	Cat. - B	79,98,000
72		SAG-RC-07		28	7,000	Cat. - A	N/A
73	Thousand Lights	STL-RC5-01	Concourse	45	8,000	Cat. - A	N/A
74		STL-RC5-02	Concourse	55	21,000	Cat. - B	3,06,900
75		STL-RC5-05	Concourse	60	23,000	Cat. - B	3,34,800
76		STL-RC5-06	Concourse	23	5,000	Cat. - A	N/A
77		STL-RC5-08	Concourse	50	9,000	Cat. - A	N/A
78		STL-RC5-09	Concourse	65	25,000	Cat. - B	3,62,700
79	LIC	SLI-RC5-02	Concourse	286	1,45,000	Cat. - B	21,27,840
80		SLI-RC5-03	Concourse	90	46,000	Cat. - B	6,69,600
81		SLI-RC5-04	Concourse	32	8,000	Cat. - A	N/A
82		SLI-RC5-06	Concourse	82	42,000	Cat. - B	6,10,080
83	Government Estate	SGE-RC5-01	Concourse	203	78,000	Cat. - B	11,32,740
84		SGE-RC5-04	Concourse	27	5,000	Cat. - A	N/A
85	High Court	SHC-RC5-01	Concourse	40	8,000	Cat. - A	N/A
86		SHC-RC5-02	Concourse	110	47,000	Cat. - B	6,81,120
87		SHC-RC5-03	Concourse	40	8,000	Cat. - A	N/A
88	Mannadi	SMA-RC5-01	Concourse	110	49,000	Cat. - B	7,15,440
89		SMA-RC5-03	Concourse	60	27,000	Cat. - B	3,90,240
90		SMA-RC5-04	Concourse	55	25,000	Cat. - B	3,57,720
91	Washermanpet	SWA-RC5-01	Concourse	48	12,000	Cat. - A	N/A
92		SWA-RC5-02	Concourse	82	42,000	Cat. - B	6,10,080
93		SWA-RC5-03	Concourse	36	9,000	Cat. - A	N/A
94		SWA-RC5-04	Concourse	25	6,000	Cat. - A	N/A
95		SWA-RC5-05	Concourse	846	4,29,000	Cat. - B	62,94,240
96	New Washermanpet	SNW-RC5-01	Concourse	365	1,04,000	Cat. - B	15,28,620
97	Toll Gate	STG-RC5-01	Concourse	455	1,16,000	Cat. - B	16,92,600
98		STG-RC5-02	Concourse	60	16,000	Cat. - B	2,23,200
99	Kaladipet	SKP-RC5-01	Concourse	480	1,37,000	Cat. - B	20,10,240
100		SKP-RC5-02	Concourse	165	48,000	Cat. - B	6,91,020
101		SKP-RC5-03	Concourse	30	4,000	Cat. - A	N/A
102	Thiruvottiyur	STV-RC5-01	Concourse	695	1,98,000	Cat. - B	29,10,660
103		STV-RC5-02	Concourse	160	46,000	Cat. - B	6,70,080
104	Wimco Nagar	SWN-RC5-02	Concourse	30	4,000	Cat. - A	N/A
105		SWN-RC5-03	Concourse	1130	3,22,000	Cat. - B	47,32,440
106	Sir Thiyagaraya College	STC-RC5-01	Concourse	235	90,000	Cat. - B	13,11,300
107		STC-RC5-02	Concourse	150	57,000	Cat. - B	8,37,000
108		STC-RC5-03	Concourse	120	46,000	Cat. - B	6,69,600
109		STC-RC5-04	Concourse	50	9,000	Cat. - A	N/A
110	Tondiyarpeta	STR-RC5-01	Concourse	65	25,000	Cat. - B	3,62,700
111		STR-RC5-02	Concourse	170	65,000	Cat. - B	9,48,600
112		STR-RC5-03	Concourse	95	37,000	Cat. - B	5,30,100
113		STR-RC5-04	Concourse	140	54,000	Cat. - B	7,81,200

114		STR-RC5-05	Concourse	440	1,68,000	Cat. - B	24,55,200
115		STR-RC5-06	Concourse	120	46,000	Cat. - B	6,69,600
116		STR-RC5-07	Concourse	35	7,000	Cat. - A	N/A

\*Min. Annual turnover mentioned is Financial Eligibility criteria as mentioned in Clause 3.4

**Note:** Categorization of spaces as listed below:

Type of Category	Description	Tenure
Category - A	Spaces having area equal to or less than 50 sqm	Initial period of 3 years extendable by 3 years
Category - B	Spaces having area more than 50 sqm	Initial period of 6 years extendable by 3 years

2.7 No interest is payable for the EMD amount. The Tender Application shall be summarily rejected if it is not accompanied with EMD. The EMD amount of the selected Bidder shall be adjusted against the Security Deposit as per terms and conditions of the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded to them immediately after finalization of tender.

\*Bidders submitting bids for more than one station shall be required to submit bid security/EMD for respective station for which bid is submitted.

## 2.8 Schedule of Bidding Process

Tender Documents download by Bidders	From 17/03/2022 to 18/04/2022 up to 17:00 hrs on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Date of Pre Bid Meeting	29/03/2022 on 11.30 hrs at CMRL Office-Admin Building, Koyambedu, Chennai - 107.
Last Date of Receipt of Pre-Bid Queries	01/04/2022 up to 17:00 hrs, by letter or can be e-mailed to <a href="mailto:narendrakumar.r@cmrl.in">narendrakumar.r@cmrl.in</a>
CMRL Reply to Pre-Bid Queries	06/04/2022
Last Date & Time of Submission of Bids online	Latest by 17:00 hrs on 18/04/2022
Date & Time of Opening of Technical Bids	17:05 hrs on 19/04/2022

Date & Time of Opening of Financial Bids	Shall be notified separately
Validity of Bids	180 days from bid submission date

2.9 Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Advance Quarterly License Fees and Interest Free Security Deposit to CMRL by Licensee.	Within 30 days of issue of Letter of Acceptance (LOA)
Date of Commencement of License Fees 1. Category – A Spaces (For Spaces equal to or less than 50 Sqm area) 2. Category – B Spaces (For Spaces more than 50 Sqm area)	a) Immediately after 75 days fitment period i.e. 76 <sup>th</sup> day of date of handing over of bare space. b) Immediately after 150 days fitment period i.e. 151 <sup>st</sup> day of date of handing over of bare space.
Signing of License Agreement	Within 30 days after payment of dues as per LOA.

2.10 Details of bank account of CMRL for payment of EMD (Tender Security) and Tender document cost are as follows:

**Name of Bank: Canara Bank,**

**Account No: 0416214000030**

**Chennai Teynampet Branch**

**IFSC Code: CNRB0000416**

**Chennai-18, Tamil Nadu.**

2.11 Addendum/Corrigendum, if any, will be placed on <https://eprocure.gov.in/eprocure/app> time to time. Tender Document can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> and may be submitted along with document cost at the time of submission of bids. **Late /**

**delayed bid received after the stipulated date and time of submission of tender shall be out rightly rejected.**

- 2.12 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. CMRL shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by CMRL. CMRL's point of view/response to queries will be uploaded on <https://eprocure.gov.in/eprocure/app> Individual communication shall not be issued to any bidder. Only one representative of each interested participant shall be allowed to participate against a Space on production of any ID card issued by Government body. Pre Bid queries and any clarification with respect to tender can be forwarded to [narendrakumar.r@cmrl.in](mailto:narendrakumar.r@cmrl.in) and queries received after scheduled date shall not be replied. Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.
- 2.13 Late bids received after last date and time stipulated for submission of bid shall not be accepted under any circumstances.
- 2.14 CMRL reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the CMRL for rejection of their bids.
- 2.15 The bidders are advised to keep in touch with e-Tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 2.16 Bidders are expected to carry out extensive survey of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.17 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration the tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of the process. **Tender has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only. No manual bid will be accepted.**
- 2.18 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class *III* digital signature. The tender document can only be



downloaded or uploaded using Class III digital signature of the authorized signatory.

2.19 Tender submission shall be made with mandatory documents towards cost of tender document and tender Security such as scanned copy of RTGS/NEFT and other documents as stated in the tender document.

2.20 In case of any grievances/complaints regarding this tender, please contact:

**Chief General Manager/ P & BD**

**Admin Building, CMRL Depot,**

**Poonamallee High Road, Koyambedu,**

**Chennai – 600 107**

## CHAPTER 3

### 3 ELIGIBILITY CRITERIA FOR BIDDERS

3.1 The bidder shall be evaluated first for fulfilling eligibility criteria. The Applicant may be any entity i.e. a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the company's act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium.

<b>Eligibility Criteria</b>	<b>Documents required to substantiate</b>
The bidder should be a. A proprietorship firm, or b. A partnership firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or c. A company incorporated under the Companies Act, 1956/2013. d. Should be in existence on or before last date of submission of the bid.	a. Registration certification of the firm b. Partnership deed c. i) Certificate of incorporation ii) PAN Registration copy iii) Articles of Association (AoA) & Memorandum of Association (MoA), GST Registration copy

3.2 Food related business bidder should have FSSAI / HACCP certificates. For Pharmacy related business, bidders should have proof of securing a Drug License, Registration with the State Drugs Standard Control Organization / Central Drugs Standard Control Organization etc.

3.3 The Bidder shall enclose following document along with its Bid:

3.3.1 Food related business bidder should have FSSAI / HACCP certificates, to submit the same along with the tender document.

3.3.2 For Pharmacy related business, bidders should have proof of securing a Drug License, Registration with the State Drugs Standard Control Organization / Central Drugs Standard Control Organization etc.

3.3.3 Existing Licensee of CMRL should produce No Due certificate from CMRL Finance wing.

3.3.4 An undertaking stating/providing the necessary supporting documents.

3.4 (i) The Bidders shall have minimum annual gross turnover greater than one year License Fee in any of the last four financial years (*Applicable for Category – B spaces only*)

(ii) **TURNOVER:** It is certified that the minimum annual gross turnover in any one of the last Four (4) years is INR-----/- (Rupees ----- only) as on 31<sup>st</sup> March 2021, as per the last four audited financial accounts. Bidder certifies that he/she/they, is/are participating in the following location/s --- ----- in Category - A and location/s ----- in Category- B.

(iii) Copy of certified annual statement of assessment for the years----- proof in support of above statement.

(iv) Bidder participating in more than one location in Category -B, at the time of evaluation sum of the individual location in Category -B turnover shall be calculated (added) and combined. Accordingly, to qualify for the financial evaluation of proposal, the bidder may be required to satisfy the cumulative turnover as required for the total number of locations for which bids are submitted by him. Mismatch if observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

**Example**

**The eligible are follows:**

If Bidder participates in two Stations Retail spaces namely, Vadapalani BD space code SVA-RLB-02-80 Sqm and Ashok Nagar BD space code SAN-RS-01-120 Sqm. Vadapalani BD space code SVA-RLB-02-80 Sqm turnover has Rs. 6,50,880 (Sl. No 1) and Ashok Nagar BD space code SAN-RS-01-120 Sqm turnover has Rs. 8,78,400 Lakhs (Sl. No 6)

The turnover of Bidder shall be = Sl. No 1+ Sl. No 6

$$=Rs. 6,50,880/- + Rs. 8,78,400/- = Rs 15,29,280/-.$$

The minimum annual gross turnover of a Bidder should Rs.15,29,280/- (Rupees Fifteen Lakhs Twenty Nine Thousand Two Hundred Eighty only) for the preceding any of the four financial years as per the audited balance sheets of the Bidders starting from the financial year 2017-18.

(v) The bidder is required to submit the last 4 (four) audited financial statements

certified by a Chartered Accountant with stamp & signature. The last four FY shall be 2017-18, 2018-19, 2019-20 & 2020-21. Here, turnover shall mean turnover from all/single (as applicable) sector(s) of business (es). The bidder shall submit audited financial statements including profit-loss account of last 4 financial years as indicated above.

vi) If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard. In case of a JV/CONSORTIUM subject to Annexure-9 above, the eligibility of all the members of JV/CONSORTIUM would be considered, in proportion of their share / participation in the JV/CONSORTIUM

3.5 The bids shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the bidder on the same due date as mentioned in the tender document. The offer of Bidder who does not fulfill the Eligibility criteria shall be summarily rejected.

3.6 Undertaking for not being banned from Business: As on date of Tender submission

(i) CMRL / any other metro organizations (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Annexure-14 of Tender Document**.

(ii) Also no contract of the tenders executed in either individually or as a member in a JV/Consortium, should have been rescinded / terminated by CMRL after award during last 03 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Annexure-14 of Tender Document**.

## CHAPTER 4

### 4 INSTRUCTION TO ONLINE TENDERERS

#### 4.0 General:

The procurements of goods and services of CMRL will be done through e-procurement. This is implemented to ensure free & fair bidder participation, and to ensure greater transparency in procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

#### 4.1 Eligibility to participate in tender:

- a) Tenders are open to all eligible bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid class III Digital Signature Certificate (DSC) with signing key usage issued from any agency authorized by Controller of Certifying Authority (CCA), Govt of India with their profile.
- b) The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “**Individual**” category and if the bidder is a proprietorship firm/Joint Venture/Company/Consortium then registration should be under “**Corporate**” category.
- c) The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.
- d) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to

others which may lead to misuse.

#### **4.2 Registration / Enrolment:**

To participate in e-tender all bidders must enroll themselves with the CPP portal.

The procedure mentioned below is to be followed:

- a) Go to “<https://eprocure.gov.in/eprocure/app>” web site.
- b) Click on “**Online Bidder Enrollment**”. It will take you to ‘online **enrollment**’ screen.
- c) Against **User type**, select either ‘individual’ or ‘corporate’.
- d) Please specify your **login ID**, indicated in the application while applying for DSC
- e) Create your own **password**. Before creating, please refer to '**Password Policy**' that appears on the right side of the screen. Password should be in accordance with that policy.
- f) **Confirm the password** once again.
- g) Click on “**Next**”
- h) You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind **to fill all mandatory fields which are marked with an asterisk (\*)**.
- i) After entering the fields, click on “**Submit**”
- j) You will get a message that Log in ID registered successfully, that completes your entry.

**4.3** The bidder shall submit the bids online in the system available at the e-procurement portal (<http://eprocure.gov.in/eprocure/app>). The bidder has to agree to the on-line user portal agreement. Then only, the system will permit the bidder to proceed further in the system. The bidder shall fill all mandatory fields indicated by an asterisk (\*). All documents indicated to be submitted in “cover details” are to be enclosed without fail. These documents are to be uploaded only in .doc or .pdf or .jpg or .rar formats.

#### **4.4 SEARCHING FOR TENDER DOCUMENTS:**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an

option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## CHAPTER: 5

### 5 TERMS AND CONDITIONS

- 5.0** Commencement of License fees will be from 76<sup>th</sup> day (30days Plan Approval period+ 45 days Fitment Period) & 151<sup>st</sup> day (30days Plan Approval period + 120 days Fitment period) for Category – A & Category - B spaces respectively from the date of issue of notice to takeover/ handing over or start of commercial operation by Licensee, whichever is earlier. The License fee and other charges and taxes shall commence and become payable immediately after fitment period from the date of handing over of the site / Commencement of License Agreement and shall be charged until the termination/ completion of agreement. The Successful bidder / Licensee is expected to complete his furnishing / developmentwork in all respects within this fitment period. No relaxation or further extension of the fitment period on any account will be given or considered. The Successful bidder / Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled allotted shop/space on date of deemed handing over, if applicable.
- 5.1** CMRL reserves its right to withdraw a few stations or locations approved from the License Rights. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation.
- 5.2** There is a total area of 25,857 Sq.m (Approximately) which are being offered for licensing rights as detailed in Annexure-1. The vacant bare shell Shops / Office Space as mentioned in Annexure-1, shall be handed over on “*as is where is basis*” within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance. CMRL provide a bare shell structure with plain/ concrete floors and walls, without internal finishes.
- 5.3** The tenderer to quote over & above of the reserve price of the License Fee per sq.m / per month shall be quoted by the Licensee in BOQ Bid Form only through e-tendering portal. License fee will be increased and escalated by 5% for every year from the date of commencement of license fee on Compounding basis. The rates of License fee and conditions for other licensedspaces



based on technical feasibility shall be derived as follows:

### **5.3.1 Additional Area**

- a) If Successful bidder / Licensee applies for any additional area at same level for commercial purpose as permitted by CMRL (except for banned list of usages as given in Annexure-10 of tender document), the same shall be provided on pro-rata basis of the prevailing license fee, if found feasible, on sole discretion of CMRL.
- b) The rate applicable for terrace shall be 50% of the rate applicable for bare shell Shops/ Office Space as on that date if the terrace is used for commercial purpose other than utilities purpose (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment). It shall be paid within fifteen (15) days of date of issue of LOA and before handing over of the additional area. The commencement of license fee for additional area will be 60 days including plan approval from the date of issue of notice to takeover/ handing over or commencement of additional space in operation, whichever is earlier.
- c) Mezzanine floor, if required by the Licensee for commercial activities, may be permitted by CMRL after adhering to prescribed safety & other norms & subject to availability / feasibility as only a temporary structure is permitted as per CMRL specification, after due approval from CMRL. The License fee for mezzanine floor area shall be 50% of the rate applicable for built-up bare Shell Shops/ Office Space as on that date.
- d) In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days of date of issue of LOA and before handing over of the additional area.

**5.4** License Fees along with other dues shall be payable in advance by the Licensee to CMRL on quarterly basis before the 7 days of the end of previous quarter.

**5.5** The License Agreement shall be executed within 30 days of receipt of Letter of Acceptance.

**5.6** Area of built-up bare shell Shops / Office Spaces specified in tender document are tentative and are subject to variation / change in area. Actual area shall be

measured at the time of handing over of the area. If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. The actual area of bare shell Shops/ Office Spaces and bare Spaces for which license fee shall be chargeable, shall worked out based on following criteria :

- 5.6.1 Measurement of actual area of bare shell Shops/ Office Spaces: Actual area of bare shell Shops/ Office Spaces shall be the area of built up Spaces worked out based on outer dimensions of the covered area excluding the area covered by the walls & columns (including finishing), vent shafts, utility ducts, public toilets, common corridors and passages, staircases and balconies which are not being used for commercial activities.
  - 5.6.2 Measurement of actual area of bare spaces: Actual area of bare spaces shall be the area of clear spaces available in open/ semi-covered Spaces.
  - 5.6.3 In case of difference of opinion as to the quantum of actual area, stand of CMRL will be final and binding. The licensee voluntarily agrees not to seek any claim compensation or any other consideration on this account. The licensee shall be bound to take over the commercial space as per the actual area. Moreover, the Successful bidder/ licensee shall not be entitled to demand reduction in area.
- 5.7** Permissible Usage of Shops/ Office Spaces: Shops/ Office Spaces can be put for any activity except banned list of usage mentioned in Annexure-9 following the other terms and conditions of this Bid Document. Cooking with gas / coal will not be allowed by CMRL and only Electrical cooking/ pre-heating is permitted with prior written permission from CMRL. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations. The successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. The Licensee will strictly ensure that no fumes / aroma / gases escape into the public areas of inside stations. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior written approval of CMRL. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its

business.

- 5.8** Access in the CMRL system shall be through Smart Card as per prevailing charges. All the Licensee's personnel shall be required to possess ID card while working in CMRL's premises.
- 5.9** On completion / termination of License Agreement, the Licensee shall handover the premises in as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. which are integral part of the development plan of the premises. However, the Licensee can remove movable assets without causing damage to the structure.
- 5.10 Interest Free Security Deposit:** Licensee shall pay Interest Free Security Deposit to CMRL, which is one-year license fee of first year. The interest free Security Deposit shall be made only by RTGS/NEFT to CMRL Bank account. No other mode of payment will be accepted.
- 5.11 Tenure of License Agreement:**
- a. Licensing Rights of Category - A space shall be for a initial period of 3 years, extendable by 3 years and Licensing Rights of Category - B space shall be for a initial period of 6 years, extendable by 3 years, unless otherwise terminated by CMRL or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of commencement of License fees.
  - b. The licensee shall have option to exit from the License Agreement only after issue of three month prior notice to CMRL. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
  - c. If the licensee is exiting the License Agreement without issuing 3 months' notice, the interest free Security Deposit shall be forfeited in favor of CMRL besides recovering other dues if any. Licensee shall not make any dispute and make any claims in this regard.
- 5.12** The Successful bidder / Licensee may be allowed for alteration/ renovation, interior design and partitioning of licensed spaces with the prior written approval

of CMRL. In this case, no damage to any load bearing/ structural member, wall, columns and any service/ utility shall be permitted. Consequent to any alteration / renovation / partitioning of the licensed premise(s), for which prior written approval from CMRL has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, CMRL reserves the right to ask the licensee to restore the licensed premises as per original allotment.

- 5.13** The Licensee has to do the interiors (including MEP and Safety requirements) of the Licensed Spaces on his own with approval from CMRL of the proposal.
- 5.14** Common water and drainage point near to the licensed space will be provided based on technical feasibility and from same the Licensee should do the internal distribution network of the built up shop including sanitary facilities if necessary on technical feasibility and approval from CMRL. However commercial applicable charges will be collected by CMRL for supply of water and provision of drainage facilities as per norms.

The successful bidder ensures that no polythene baggage is utilized / used at the licensed area. Moreover, Successful bidder shall ensure the proper segregation of food waste i.e. dry and wet waste (if any) before disposal of same. Thereafter, the party has to ensure its disposal accordingly

- 5.15** Licensee can use the common staff toilet available in the CMRL metro stations. However, the toilets inside the allotted space can be built by the Licensee subject to Technical Feasibility and approval from CMRL.
- 5.16** The power supply connection released for commercial activity shall be from Electrical Loads available from CMRL power network. However, if additional electrical load is required by the Licensee, the same may be arranged by CMRL based on feasibility. Licensee may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure. However, if the Licensee requires providing any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of CMRL, subject to technical feasibility. Availing power supply from outside agencies in CMRL metro stations is not permitted. Hence, for reliability of power supply, if desired,

successful bidder can install their own UPS system at their own cost.

Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from CMRL. If approved, same work can be carried out by successful bidder along with associated costs.

- 5.17** For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments. CMRL shall restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. All other liaising, risk & cost in this regard shall be borne solely by the Licensee.
- 5.18** The necessary fire protection system for existing accommodation has been provided by CMRL. Fire Alarm System with internal fire safety arrangements like sprinklers, smoke detectors within the License Spaces to be done by the Licensee after obtaining prior approval from CMRL. Any augmentation to existing fire protection system, if required for licensed Shops/ Office Spaces as per norms of CMRL and Tamilnadu Fire Services, shall be done by the licensee at his own risk & cost after obtaining necessary approval from CMRL as well as Tamilnadu Fire Services.
- 5.19** All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities in connection with this License Agreement. Tax Invoices will be issued only at the end of the period for which advance was paid.
- 5.20** The property tax applicable, if any, on the property of CMRL shall be borne by CMRL.
- 5.21** Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne solely by Licensee.
- 5.22** Licensee has to pay other, Quarterly maintenance fee of Rs.125 / Sq Mtrs of actual area licensed as Common area maintenance charges to the Licensor and same shall be increased and escalated by 5% on compounding basis after

completion of every year from the date of commencement of License fee.

- 5.23** Infrastructure facilities such as electricity, water, sewage disposal and Chimney / Exhaust facilities, etc are subject to availability and technical feasibility, the prospective bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non-availability / provision of these facilities. Priority for supply/provision of all such services will be given after operational requirements of CMRL.
- 5.24** 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 and CMRL shall not be liable for any such claims. The Licensee would be responsible for the payments arising out of any third party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost. The Licensee shall not have any right to infringe the CMRL premises (other than the area licensed to him) and normal business, operation and commuters facilities of Metro Rail Services.
- 5.25** The Licensee shall be entitled to Sub-license to any person or entity (the Sub-Licensee) with an intimation and approval by CMRL, after adding the necessary structures and utility services. The Sub-Licensee's right shall be subject to the Licensee's right over the Licensed premises. The Sub- Licensee shall not have any independent right over the licensed premises

## CHAPTER 6

### 6 SUBMISSION OF BIDS BY BIDDERS

#### 6.0 SUBMISSION OF BIDS:

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to pay online through NEFT / RTGS to CMRL Bank Account as a bid security / tender document fee. The UTR number is required to be filled in mandatory information (Annexure-2)
- d) Bidder should submit the EMD as per the instructions specified in the tender document. The payment shall be paid online through NEFT/RTGS to CMRL Bank Account as a bid security. The UTR number is required to be filled in mandatory information (Annexure-2).
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g) All the documents being submitted by the bidders would be encrypted. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- j) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMRL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

#### **6.1 General Instruction to Bidders:**

- a) The Bid should be furnished in the formats mentioned at **Annexures** , clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorized Signatory. The Bidder shall upload all requisite documents as per 6.4 of Tender document, along with Tender documents (i.e NIT, Tender Document, Reply to pre-bid queries, corrigendum/Addendum etc.)
- b) Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid.

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



(BOQ) shall include the financial offer of the Bidder in the manner prescribed in BOQ in e-tendering portal. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, through E-tendering portal only, by the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from chartered accountant have been provided.

**6.2 Technical Bid:** The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload scanned copies of, subject to minimum of, following documents in Technical Bid-

- a) Tender Document Cost – scanned copy of online transaction with date and UTR No. The UTR number is required to be filled (clearly indicating tender reference number i.e. Station name with BD code in the remarks or description column) and same need to be signed and uploaded along with technical bid.
- b) Bid Security - scanned copy of online transaction with date and UTR No. The UTR number is required to be filled (clearly indicating tender reference number i.e. Station name with BD code in the remarks or description column) and same need to be signed and uploaded along with technical bid.
- c) Annexure-2 (On Official Letterhead of the Bidder), (**clearly mentioning the name of the metro station/s for which bid is being made and online fee transaction details**)
- d) Annexure-3 to 16
- e) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of the Partnership Firm.
- f) Self-attested copies of the **PAN Card** and **GST Registration Certificate** (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as exemption.
- g) Copies of (duly audited and certified by a chartered Accountant) Profit and

Loss Account/Balance Sheet (of last three consecutive years, as mentioned in Eligibility criteria of the tender document), the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.

- h) Copy of the complete Tender Document including NIT, Draft License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

### **6.3 Financial Bid: -**

- 6.3.1 There shall be a financial quote for each metro station for which the bid is made for licensing of built-up bare shell shops/office, in the format mentioned in BOQ. The bidder to quote over & above the reserved price for licensing of built-up bare shell shops/office spaces for each station, in the format mentioned in BOQ.
- 6.3.2 The bidder shall quote the over & above the reserved price and amount of License Fee per Sqm per Month in rupees for licensing of built-up bare shell shops/office spaces at the selected metro station in which the bidder is interested. The quote shall be as rate of "License Fee per Sqm per Month" in the Financial Bid form in both words as well as figures in the BOQ only, through e-tendering.
- 6.3.3 The price bid containing the price schedule will be in excel format and the bidder shall quote the rates (License Fee per Sqm per Month) for his offered services on this excel file only. Where, any row or column is not applicable, the bidder has to indicate "0" against this and no cells shall be left blank.
- 6.3.4 The bidder shall quote his bid for licensing of built-up bare shell shops/office spaces for any one or more stations in which the bidder is interested. The bidder who is technically eligible and quotes the highest amount of License Fee per Sqm per Month (i.e H1) for the particular station shall be considered for granting of licensing of built-up bare shell shops/office spaces at that particular station, after assessment by CMRL. The bidder quoting below the Reserve price is summarily rejected
- 6.3.5 The bidder may modify and resubmit the bid on-line, if he wishes so, before

the bid submission date and time.

6.3.6 The system will accept only the last submitted bid. Bidder can find out the status of his tender online, any time after opening the bids.

6.3.7 The bidder shall not rename the Price Schedule File (BOQ) or modify the format while uploading in the system. The file name should be the same as the file given in the tender.

6.3.8 The bidder shall carefully quote in the financial bid. Incomplete quotes will lead to disqualification.

6.3.9 Withdrawal of bid: The bidder may withdraw already submitted bid before the closure of bid submission date and time.

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

**6.5 Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. CMRL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**6.6 Site Visit:** Bidders are expected to carry out extensive survey / inspection of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from CMRL.

**6.7** It shall be deemed that by submitting a Bid, the Bidder has:

- a) Made a complete and careful examination of the bidding documents;
- b) Received all relevant information from CMRL;
- c) Accepted the risk of inadequacy, error or mistake in the information provided

in the tender documents or furnished by or on behalf of CMRL relating to any of the matters referred to in TENDER document;

- d) Satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from CMRL, or a ground for termination of the License Agreement by the Licensee;
- f) Acknowledged that it does not have a conflict of interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

**6.9 Verification and Disqualification:** CMRL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall when so required by CMRL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by CMRL shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of CMRL there under. The bidder may be asked to explain the rationality of the quoted rates.

**6.10 Amendment of Tender Document:**

- a) At any time prior to the Bid due date, CMRL may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on <https://eprocure.gov.in/eprocure/app>.

- c) In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, CMRL may, in its sole discretion, extend the Bid Due Date.
- d) The Bidders are requested to get in touch with <https://eprocure.gov.in/eprocure/app> for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

#### **6.11 Preparation and Submission of Bids**

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format with digital signatures and after uploading the mandatory scanned copy of online transaction details submitted towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document.
- d) The Bidders have to produce the original documents as and when required by CMRL. The failure of the Bidder or Licensee to furnish the said original documents will empower CMRL to summarily reject their Bid.
- e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f) The Bidders should carefully note and ensure the following instructions:
  - That the complete tender Document has been downloaded.
  - In case of any correction/addition/alteration/omission in the Tender Document as made available by CMRL, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

#### **6.12 Late Tenders:**

Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. Tenders document cost & EMD received after due date and time of submission of Bid shall not be accepted. CMRL will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. CMRL may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of CMRL and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **6.13 Modification, Substitution and Withdrawal of Tenders:**

A tenderer may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD. Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the Successful bidder/ Licensee. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

**6.14 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CMRL in relation to or matters arising out of, or concerning the Bidding Process. CMRL shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. CMRL may not divulge any such information unless it is directed to

do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CMRL or as may be required by law or in connection with any legal process.

- 6.15** This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. Chennai Metro Rail Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of CMRL. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 6.16** It shall be noted, that CMRL will not discuss any aspect of the selection process. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of CMRL.
- 6.17** For any query from Applicants, CMRL reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that CMRL have not responded to any query or not provided any clarification. Applicants may clearly note the date and time of uploading of Tender. ***No late or delayed Tender will be accepted.*** However CMRL may ask for any supplementary information, if deemed so.

Applicants will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, CMRL may annul the award. Further, the Applicant may be blacklisted for participation

in any future Tender of CMRL. In such a case CMRL shall forfeit the EMD (if any) and Security Deposit (if any) held with CMRL. The tenderers are required to download the addendum, Corrigendum and pre-bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>.

- 6.18** No Bidder shall submit more than one Bid for this tender document. Any firm, which submits or participates in more than one Bid for the said tender shall be disqualified and shall also cause the disqualification of all the Consortium/JVs in which it is a Member.
- 6.19** Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.20** Interest free EMD: TENDER Bidders have to deposit, along with its Bid, a refundable interest free EMD as mentioned in Clause 2.6 of the tender document. Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each station for which bid is submitted. Mismatch if observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected. Payment of bid security is to be made only by RTGS / NEFT. No other mode of payment will be accepted. The details of bank account of CMRL for payment of bid security are mentioned in clause 2.10 of NIT. The bid offer shall be valid for a period not less than 180 days from bid submission date. The interest free EMD of the selected Bidder shall be adjusted against the Interest

Free Security Deposit due as per the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by the Interest free EMD.

The Tender Security/EMD shall also be forfeited:

- a) If the bidder withdraws his bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.
- b) if the Selected Bidder fails to make the payments (as per Clause 7.5 & 7.6)



within the time specified in this Tender document, or any extension thereof granted by CMRL;

- c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the CMRL if the Bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in Tender document.

**6.21** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be made in English language.

## **CHAPTER: 7**

### **7.0 Evaluation of Bids**

#### **7.1 Tender Opening: -**

- a) The tenders shall be opened online by the opening committee comprising of members as per the delegation of powers decided by CMRL on due date and time of tender opening. No Bidder shall have the right to challenge the decision of the Committee.
- b) All bids will be evaluated and compared based on the substantial responsiveness to the technical specification and financial conditions set out in the bidding documents and fully conforming to the terms and conditions.
- c) On opening of the Bid, CMRL will first check the cost of Bid/tender Document cost and Bid Security submitted through online mode by cross verifying with the soft copy submitted. Technical package of those tenderers who have not submitted valid tender security / valid document cost shall be considered as non-responsive and liable to be rejected and shall not be further evaluated. Tender which is accompanied by an unacceptable or fraudulent Tender Security/EMD shall be considered as non – compliant and shall be rejected. If nominated date for opening of Tender is subsequently declared as a Public Holiday by the CMRL, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- d) CMRL will examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Technical as well as financial yardsticks indicated in the tender documents.
- e) The technical bids shall be evaluated based on the information furnished by bidders. To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- f) After evaluation of technical-bids, only successful bidders who have participated in the tender will be informed regarding the acceptance of their technical proposal. Thereafter, a system generated e-mail

confirmation will be sent to the successful bidders communicating the date and time of opening of financial bid.

## **7.2 Evaluation of Financial Proposals:**

- 7.2.1 The price-bid of the successful bidders (qualified in technical-bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).
- 7.2.2 In case of differences arising in the terms and conditions of the tender documents, the decision of CMRL shall prevail.
- 7.2.3 The system will generate a comparative statement. Therefore, all costs are to be indicated in the price schedule format. The successful bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- 7.2.4 To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid.
- 7.2.5 If the submitted documents do not meet the tender requirements, then the financial bid of the said bidder will not be considered for evaluation.
- 7.2.6 While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees / representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
- 7.2.7 The bidder who is technically eligible and quotes the highest amount of License Fee per Sqm per Month (i.e H1) for the particular station shall be considered for licensing of built-up bare shell shops/office spaces at that particular station, after assessment by CMRL. The bidder quoting below the Reserve price is summarily rejected.
- 7.2.8 **Financial quote as per format in BOQ, will be the criteria for Financial bid evaluation** for particular metro station offered for licensing Rights. In case two or more responsive bidders have quoted the same rate, for same space which is also the highest, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid in sealed cover, which shall necessarily be higher than

the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders. However, CMRL's decision in this regard shall be binding and final. In case two or more responsive bidders again quote the same rate in their revised Financial Bids, for the concerned retail space then CMRL will resort to an open auction among the same bidders (i.e., who have quoted the same rate) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.

**7.3 Bid Variable:** The bidder shall quote the Amount of License Fee per Sqm per Month in for licensing of built-up bare shell shops/office spaces for the Selected Metro Station in which the bidder is interested, as given in BOQ. If there is a discrepancy between words and figures, the amount in words shall prevail.

**7.4** Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance ("LOA") shall be issued, in duplicate, by CMRL to the Selected Bidder and the Selected Bidder shall, within 7 days of the receipt of the LOA, duly signed with stamp as a token of unconditional acceptance and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, appropriate the Interest free EMD of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

**7.5** The Successful Bidder is required to submit Interest Free Security Deposit within 30 (Thirty) days from the date of issuance of Letter of Acceptance. In case the bidder fails to submit Interest Free Security Deposit within 30 days from date of issuance of LOA, penal surcharge payable to CMRL for late payment of Interest Free Security Deposit shall be applicable as follows:

<b>Days from date of issue of LOA</b>	<b>Rate of penal surcharge per annum</b>
Up to 30 days	NIL
31 day to 45 days	@ 3% flat on LOA amount

Even After 45 days of issuance of LOA, if Bidder fails to comply with LOA

terms & conditions, the LOA may stand cancelled and Earnest Money submitted will be forfeited by “Chennai Metro Rail Limited”. No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- 7.6** Successful Bidder is required to deposit quarterly yearly Advance Licensee Fee along with the required Interest Free Security Deposit within thirty days (30) from receipt of Letter of Acceptance, failing which Letter of Acceptance shall stand cancelled and amount of interest free EMD shall be forfeited by CMRL. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in Tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

- 7.7** 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 tender security (EMD) and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.
- 7.8** Notwithstanding anything contained in this Bid document, CMRL reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that CMRL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

## **CHAPTER: 8**

### **8.0 Fraud and Corrupt Practices**

- 8.1** Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CMRL may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, CMRL shall be entitled to forfeit & appropriate Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to CMRL under Bidding Documents and/ or License Agreement, or otherwise.
- 8.2** Without prejudice to the rights of CMRL and the rights and remedies which CMRL may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by CMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender issued by CMRL during a period of 3 (three) years from the date such Bidder is found by CMRL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

**8.3** For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

- (a) **“Corrupt practice”** means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**8.4** CMRL reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by CMRL, the supplemental information sought by CMRL for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

**8.5** In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by CMRL, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything

to the contrary contained therein or in this Tender document, be liable to be terminated, by a communication in writing by CMRL to the Selected Bidder or the Licensee, as the case may be, without CMRL being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, CMRL shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to CMRL under the Bidding Documents and/ or the License Agreement, or otherwise.



## **CHAPTER: 9**

### **9.0 MISCELLANEOUS**

**9.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where CMRL asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful bidder and CMRL shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Chennai shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

**9.2** CMRL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Bidder in order to receive clarification or further information;
- c) Retain any information and/ or evidence submitted to CMRL by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**9.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in

connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**9.4** The Tender document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this TENDER, in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement

b) Tender Document;

i.e., the License Agreement shall prevail over Tender Document.

**Annexure-1**

**Details of Built up Bare Shell Shops / Office Spaces offered at selected Elevated and UG Metro Stations Corridor - 1 & 2**

<b>Sl.no.</b>	<b>Name of Metro Station</b>	<b>BD Space Code</b>	<b>Location Level</b>	<b>Area (in sqm)</b>
1	Vadapalani	SVA-RLB-02	Link Bridge	80
2		SVA-RC-01	Concourse	323
3		SVA-RC-02	Concourse	240
4		SVA-RC-03	Concourse	261
5		SVA-RLB-01	Link Bridge	502
6	Ashok Nagar	SAN-RS-01	Street	120
7		SAN-RS-02	Street	230
8		SAN-RS-04	Street	111
9		SAN-RS-05	Street	50
10	Ekkattuthangal	SSI-RS-01	Street	40
11		SSI-RS-02	Street	88
12	St. Thomas Mount	SMM-RS-01	Street	48
13		SMM-RC-01	Concourse	76
14		SMM-RC-03	Concourse	60
15	Nanganallur Road	SOT-RS-02	Street	33
16		SOT-RC-01	Concourse	36
17	Thirumangalam	STI-RC-01	Concourse	270
18		STI-RC-03		45
19		STI-RC-04		75
20		STI-RC-05		275
21	Anna Nagar Tower	SAT-RC-02	Concourse	147
22		SAT-RC-03		85
23		SAT-RC-04		89
24		SAT-RC-05		340
25	Anna Nagar East	SAE-RC-01	Concourse	192
26	Shenoy Nagar	SSN-RC-05	Concourse	93
27		SSN-RC-06		1900
28		SSN-RC-07		66
29		SSN-RC-08		28
30		SSN-RC-09		64
31	Pachaippas College	SPC-RC-02	Concourse	39
32	Kilpauk Medical College	SKM-RC-02	Concourse	120

33	Egmore Metro	SEG-RC-01	Concourse	413	
34		SEG-RC-04		162	
35	Chennai Central	SCC-RC-01	Concourse	380	
36		SCC-RC-02		595	
37		SCC-RC-05	296		
38		SCC-RC-06	3100		
39		SCC-RC-07	198		
40		SCC-RC-08	220		
41		SCC-RC-09	180		
42		SCC-RC-10	1225		
43		SCC-RC-11	1062		
44		SCC-RC-12	290		
45		SCC-RC-13	153		
46		SCC-RC-14	661		
47		Saidapet Metro	SSA-RC-01	Concourse	55
48			SSA-RC-04		60
49	SSA-RC-05		28		
50	Nandanam	SCR-RC-01	Concourse	75	
51		SCR-RC-03		457	
52		SCR-RC-05		60	
53		SCR-RC-07		40	
54		SCR-RC-08		62	
55		SCR-RC-09		26	
56		SCR-RC-10		40	
57	Teynampet	STE-RC-01	Concourse	107	
58		STE-RC-02		42	
59		STE-RC-03		109	
60		STE-RC-04		23	
61		STE-RC-05		46	
62		STE-RC-06		36	
63		STE-RC-07		29	
64		STE-RC-08		73	
65		STE-RC-09		39	
66	AG-DMS	SAG-RC-01	Concourse	20	
67		SAG-RC-02		192	
68		SAG-RC-03		330	
69		SAG-RC-04		53	
70		SAG-RC-05		31	
71		SAG-RC-06		1075	
72		SAG-RC-07		28	
73	Thousand Lights	STL-RC5-01	Concourse	45	
74		STL-RC5-02	Concourse	55	
75		STL-RC5-05	Concourse	60	

76		STL-RC5-06	Concourse	23
77		STL-RC5-08	Concourse	50
78		STL-RC5-09	Concourse	65
79	LIC	SLI-RC5-02	Concourse	286
80		SLI-RC5-03	Concourse	90
81		SLI-RC5-04	Concourse	32
82		SLI-RC5-06	Concourse	82
83	Government Estate	SGE-RC5-01	Concourse	203
84		SGE-RC5-04	Concourse	27
85	High Court	SHC-RC5-01	Concourse	40
86		SHC-RC5-02	Concourse	110
87		SHC-RC5-03	Concourse	40
88	Mannadi	SMA-RC5-01	Concourse	110
89		SMA-RC5-03	Concourse	60
90		SMA-RC5-04	Concourse	55
91	Washermanpet	SWA-RC5-01	Concourse	48
92		SWA-RC5-02	Concourse	82
93		SWA-RC5-03	Concourse	36
94		SWA-RC5-04	Concourse	25
95		SWA-RC5-05	Concourse	846
96	New Washermanpet	SNW-RC5-01	Concourse	365
97	Toll Gate	STG-RC5-01	Concourse	455
98		STG-RC5-02	Concourse	60
99	Kaladipet	SKP-RC5-01	Concourse	480
100		SKP-RC5-02	Concourse	165
101		SKP-RC5-03	Concourse	30
102	Thiruvottiyur	STV-RC5-01	Concourse	695
103		STV-RC5-02	Concourse	160
104	Wimco Nagar	SWN-RC5-02	Concourse	30
105		SWN-RC5-03	Concourse	1130
106	Sir Thiyagaraya College	STC-RC5-01	Concourse	235
107		STC-RC5-02	Concourse	150
108		STC-RC5-03	Concourse	120
109		STC-RC5-04	Concourse	50
110	Tondiyarpet	STR-RC5-01	Concourse	65
111		STR-RC5-02	Concourse	170
112		STR-RC5-03	Concourse	95
113		STR-RC5-04	Concourse	140
114		STR-RC5-05	Concourse	440
115		STR-RC5-06	Concourse	120
116		STR-RC5-07	Concourse	35

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over of the area shall be final. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted.

**Note-2:** All Shops/ Office Spaces offered on license basis are on “*as is where is basis*”. On this area the selected bidders is expected to carry out all works, as needed for commercial use.

**Note-3:** All Shops/ Office Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-10. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

**Note-4:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above Shops/ Office Spaces from the office of the CGM/P&BD, CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107., between 10:00 hrs to 17:00 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The plans are to be duly signed and uploading along with the Bid.

**Note-5:** The Spaces which is in under construction stage in existing operational stations shall be handed over to Licensee as and when the construction work is completed.

**Letter Comprising the Bid**

(On Official letterhead of the Bidder)

NIT No:

Date:

**Chief General Manager/P&BD  
Admin Building, CMRL Depot,  
Poonamallee High Road,  
Koyambedu, Chennai – 600107.  
Tamil Nadu**

**Sub: Tender for Licensing Rights of built-up bare shell Shops/ Office Spaces at -----  
----- Elevated / UG Metro Stations along Corridor- 1 & 2.**

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in built up bare Shell Shops/ Office Spaces on License Fees basis at selected Elevated and UG Metro Stations along Corridor- 1 & 2. The Bid is unconditional and unqualified.

1. I/ We acknowledge that CMRL shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of CMRL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by CMRL; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the

tender document; and

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or request for proposal issued by or any agreement entered into with CMRL; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
5. The undertakings given by me/us along with the Application in response to the tender for the above subject were true and correct as on the date of making the tender Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
  6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
  7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMRL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  9. I/ We have studied all the Bidding Documents carefully and also surveyed the CMRL Shops/ Office Spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
  10. I/ We offer due Interest free EMD to CMRL in accordance with the tender



Document. The documents accompanying the Bid, as specified in tender document, have been submitted in a separate envelope and marked as – Enclosures of the Bid

11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
12. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labour laws and indemnify CMRL fully against any issues arising out of noncompliance of applicable laws.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender.
16. The Tender document fee online transaction scanned copies are being enclosed as per the following details:

Sl.No	UTR NO.	TRANSACTION OF UTR DATE & TIME	APPLICATION COST

17. The EMD online transaction scanned copies are being enclosed as per the following details:

Sl.No	NAME OF STATION & BDCODE(S)	EMD UTR NO	TRANSACTION OF UTR DATE & TIME	EMD AMOUNT


18. I/ We hereby submit bid documents i.e. Tender documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
19. I / We declare that the uploaded Tender documents are same as available on <https://eprocure.gov.in/eprocure/app>). I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at CMRL’s website, CMRL shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours

**(Signature, name and designation of the Authorized signatory)**

**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**

**General Information of the Bidder**

(On Official letterhead of the Bidder)

1.
  - a. Name:
  - b. Address of the corporate headquarters :
  - c. Address of its branch office(s) in India:
  - d. PAN & GST details (Copy to be attached):
2. Details of individual(s) who shall serve as the point of contact/ communication for CMRL within the Company:
  - a. Name
  - b. Designation
  - c. Company
  - d. Address
  - e. Telephone Number
  - f. Fax Number
  - g. E-Mail
3. In case of Consortium/JV:
  - a. The information above (1 & 2) shall be provided for all the members of the consortium.
  - b. Information regarding role of each member :

<b>S. No.</b>	<b>Name of Member</b>	<b>Proportion of Equity to be held in the Consortium</b>	<b>Role*</b>
1			
2			
3			

*\* Specify whether Lead Member / Ordinary Member*

Signature

(Name of the Authorized Signatory)

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

Place:

Date:

**FINANCIAL ELIGIBILITY****Certificate of Chartered Accountant with regard to eligibility of the Bidder**

(On the Letterhead of the Chartered Accountant)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of Bidder], and certify that the Gross Annual turnover of M/s \_\_\_\_\_ (Name of the Applicant) in the last 4 completed financial years is Rs.-----.

Year wise details of Gross Annual Turnover are as under:

Name of Bidder or member of JV/CONSORTIUM	Turnover			
	2017-18	2018-19	2019-20	2020-21
Name of Bidder or member(1) of JV/CONSORTIUM				
Name of Bidder or member(2) of JV/CONSORTIUM				
Name of Bidder or member(3) of JV/CONSORTIUM				
<b>TOTAL</b>				

- (i) Turnover as brought out in the audited annual financial reports is to be indicated in abovetable and certified by the chartered accountant of the applicants.
- (ii) Gross Annual Turnover from business of each member of JV or CONSORTIUM shall be indicated separately without consideration of ratio of participation in the current tender.

Signature and Seal of Chartered Accountant  
clearly indicating membership number

### Power of Attorney of Bidder

Know all men by these presents, We (*name of the bidder firm*) having our registered office at (*address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. \_\_\_\_\_ (name) son/daughter of Shri \_\_\_\_\_ and presently residing at (*residential address*) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “Attorney”), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to our Bid, including but not limited to signing and submission of all applications, bids and other documents / writings, participate in bidding process and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

(Signature)

(Name, Title and Address) of the Attorney

For

Accepted

**Note:**

*1. 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.*

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

*3. Contents in Italics are only for reference purpose.*

**Financial Bid Format-BoQ** (available at <https://eprocure.gov.in/eprocure/app>)

**(To be submitted by the Bidder through E-tendering CPP portal only)**

**CONSORTIUM AGREEMENT/MEMORANDUM OF UNDERSTANDING**

This Consortium Agreement/Memorandum of Agreement is executed at-----on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN

Mr.R/o OR M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ acting through its duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ‘\_Lead Member’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

Mr. R/o OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and \_\_\_\_\_, acting through its duly authorized Representative by a resolution of the Board of Directors dated \_\_\_\_\_, (hereinafter referred to as the ‘\_Participant Member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. R/o OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and acting through its Registered Office at \_\_\_\_\_ duly authorized representative by a resolution of the Board of Directors dated (hereinafter referred to as the ‘\_Participant Member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) has invited Bids for the -Licensing of Built up bare shell shops / office spaces at \_\_\_\_\_ in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by CMRL for participating in the bid by the Consortium for which the Bid has been floated by CMRL.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for – Licensing of Built up bare shell shops / office spaces at \_\_\_\_\_ | in terms of the Bid invited by Chennai Metro Rail Limited., (CMRL).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by CMRL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid –bare Space in case the Consortium turns out to be the successful Bidder in the bid being invited by CMRL for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for – Licensing of Built up bare shell shops / office spaces.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member M/S \_\_\_\_\_ shall have \_\_\_\_\_% percent of shareholding with reference to the Consortium for this specified license agreement.
  - (ii) The Participant Member M/S \_\_\_\_\_ shall have \_\_\_\_\_ (% of shareholding with reference to the Consortium for this specified License Agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of CMRL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the



specified project.

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

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

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

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

**Signature, name and designation of the Authorized signatory**

**Name and seal of Lead Member**

**Signature, name and designation of the Authorized signatory**

**Name and seal of Consortium Member**

**Date:**

**Place:**

**Affidavit (Duly Notarized)**

(To be given single bidder / separately by each consortium member on Stamp Paper of Rs. 100)

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

1. I say that I am the authorized signatory of (insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) Tender for licensing of built up Bare Shell Shops/ Office Spaces (hereinafter referred to as “Shops/ Office Spaces”) at selected Elevated and UG Metro Stations along Corridor - 1 & 2 and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by CMRL.
4. I say that if any point of time including the License period, in case CMRL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of CMRL.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at \_\_\_\_\_(place), on this the \_\_\_\_\_day of 2022.

DEPONENT

**UNDERTAKING OF RESPONSIBILITY**

On Rs. 100/- stamp paper duly notarized.

As a Lead Member of the consortium of \_\_\_ companies – namely (Complete name with address) jointly & severally undertake the responsibility in regard to the License Agreement with CMRL in respect of Licensing of built up Bare Shell Shops/ Office Spaces:-

- 1) That, we solely undertake that (Name of the Company/consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to built up bare shell shops / office spaces.
- 2) That, all consortium members are jointly or severally responsible for all commitments/ liabilities/ dues etc to CMRL.
- 3) That, we further confirm that, the stake holding of Lead Member- (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the 15 (Fifteen) years license period.
- 4) We also confirm that our consortium was made on \_\_\_\_\_(Date) for seeking, licensing rights of CMRL for built up spaces and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

Witness 1 \_\_\_\_\_

**LIST OF USAGES BANNED/ NEGATIVE LIST**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
3. Sale of open liquor and alcohol-based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Use of plastic bags/ Articles is prohibited.
6. Coal/ Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. ATM's/CDM.

## **Annexure-11(A)**

### **Rules and Guidelines for Release of Electric Power (selected Elevated and UG Metro Stations along Corridor- 1 & 2)**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of CMRL at stations. Availing power supply from outside agencies in CMRL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available CMRL power network, which is reliable having adequate redundancy.
3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached as Annexure-11A. However, if the Licensee requires to provide any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of CMRL.
4. CMRL provides power supply to Licensee on chargeable basis. For meeting the requirement following works shall be done:
  - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel. All cabling work to tap off the supply from low voltage switch gear room and to avail it within his premises shall be done by the successful Bidder/Licensee. Approval to the layouts/schemes/details shall be taken from CMRL O&M wing.
  - b) CMRL provides power supply and the actual consumption charges to be paid to CMRL based on rates prescribed by the TANGEDCO on time to time basis.
5. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS /LSZH cable (from source to nearest point) as per standard specifications.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of CMRL. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
7. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in licensed premises in all respect.

8. During tenure of temporary power supply Rs.500/- per week per KW or part thereof shall be charged over and above applicable tariffs.

## **Annexure-11(B)**

### **Specification of Air Conditioner**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-32 / R410A suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

### **General Technical Requirements**

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-32 / R410A with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)- 1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anticorrosive primer paint phosphate and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.

- Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
6. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
  7. Galvanized sheet shall conform to IS: 277/2003.
  8. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 meters Length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
  9. Refrigerant used shall be Freon-22.
  10. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
  11. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
  12. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
  13. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
  14. Outdoor units noise level to be within 70+/-5db at 1 meters distance.
  15. Layout plan of locating outdoor and indoor AC units with interconnecting copper pipes to be submitted to CMRL for approval.
  16. Proper barricading of Outdoor units should be provided so that it will not cause any inconvenience to commuters.
  17. Responsibility of safeguarding indoor, outdoor units with copper refrigerant pipes lies with Licensee and CMRL is not responsible for any damage/ theft of the same.
  18. The condensate drains from various indoor units to be properly interconnected to reach the station main drain such that it doesn't litter around station premises.
  19. The Licensee to make good of the walls while breaking for any installation of copper/ drain pipes.



20. Installation of pipes, Insulation and cables beyond 6.0 Meters, if required:
- i. Suction line copper pipe of 0.70mm thickness.
  - ii. Liquid line copper pipe of 0.70mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
  - iv. Drain pipe (15mm dia flexible PVC pipe).
  - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
21. Installation: Location of ODU is to be finalized after approval from CMRL. The installation at site shall comprise the following work:
- i. Mounting/Fitting indoor & outdoor units at the respective locations.
  - ii. Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
  - iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
  - v. Leak testing the entire system.
  - vi. Charging Refrigerant gas in the unit.
  - vii. Suitable electric wiring between indoor and outdoor, up to switch AT location of indoor unit. Switch/Socket/Plug is also included.

**SPECIFICATIONS FOR ELECTRICAL WORKS**

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of CMRL before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall be given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at CMRL end.
3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However, in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS-6724.
5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from CMRL.
8. Specification for all materials / works must follow the standards, codes and specifications as used by CMRL in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of CMRL, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC

standard with prior approval of CMRL.

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per TANGEDCO norms and removes excess load. On the subsequent occasion, CMRL reserves the rights to revoke the license and forfeited the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

### Fire Safety Requirements

**Bare Space:** This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-1

**Table -1**

Type & Specification: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i.e. 5Kg = 9 Liters)

Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-

#### AREA

Up to 10 sq. m.	Above 10 sq. m. and below 50 sq. m.	Above 50 sq. m. and below 100 sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5KG and another of 9 Liters Water Type

The existing shops up to an area of 250 sqm. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-1.

For Shops of area above 100 sqm. and less than 250 sqm, fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, licensee is required to obtain details of recommended suppression and detection system from CMRL in the beginning.

**PLANS OF BUILT-UP BARE SHELL SHOPS/ OFFICE SPACES AT  
SELECTED ELEVATED AND UG METRO STATIONS ALONG CORRIDOR- 1  
& 2.**

Note: The location plans have not been uploaded on web site due to security concerns. However, location plan shall be part of the Bid document if the same is purchased from the CMRL and if the Bidders desires to submit their Bid after downloading the Bid Document from the website of CMRL, they may collect the location plans for the built-up bare shell Shops/ Office Spaces from the office of the Chief General Manager (P&BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107 between 10:00 hrs. to 17:00 hrs. on all working days, free of cost on production of identity proof and authority letter of the Bidder. The duly signed location plans issued from CMRL shall be uploaded along with Bid.

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

(On official letterhead of the company)

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the Tender Documents, addendums and clarifications for this work placed up to the date of opening of bids on <https://eprocure.gov.in/eprocure/app>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

**Undertaking for not being banned for business by any Govt. Organization /  
PSU / etc.**

(On official letter head of the Bidder)

I/We hereby declare, confirm and undertake that:

“As on date of Tender submission (i) CMRL/MOUD/Tamil Nadu - Govt. has not banned business with me/us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce)”.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

---

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 bidder or constituent member in case of JV/Consortium.

**DISCLOSURE OF PAST & ONGOING LITIGATION**

(On Official Letterhead of the Bidder)

Information regarding Litigation / Arbitration during last five years in which the bidder is involved, the parties' concerned and disputed amount.

Pending Litigation

Pending Litigations				
i. No pending litigation in accordance with ( Type of Litigation to be mentioned )				
ii. Pending litigation in accordance with ( Type of Litigation to be mentioned )				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties
(insert year)	(insert amount)	(insert percentage)		

Litigation History

Preceding 5 years to be reckoned from the 31<sup>st</sup> March of the last financial year.

Litigation History				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties

We remain,

Yours sincerely,

**Signature, name and designation of the Authorized signatory**

**Date:**

Name and seal of Bidder/Lead Member

**Place:**



## DRAFT LICENSE AGREEMENT

Agreement No \_\_\_\_\_ of Year \_\_\_\_\_

**THIS AGREEMENT** is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at Chennai

### BY AND BETWEEN

The Chennai Metro Rail Ltd. incorporated under the Companies Act-1956 having its administrative office at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, India, represented by \_\_\_\_\_ (Designation) hereinafter referred to as the “**Licensor**” or “**CMRL**” (which expression shall unless repugnant to the context mean and include it’s successors and assigns) of the **First Party**

### AND

M/s. \_\_\_\_\_, incorporated under the Companies Act-1956/2013 having its registered office at and represented by \_\_\_\_\_ (PROPREITOR / PARTNER / COMPANY / CONSORTIUM), hereinafter called “**Licensee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

### WHEREAS

CMRL, with a view to augment its revenues through non-operating revenue, had invited Open Bid from the interested parties. Based on the bids on Request for Proposal (TENDER) from Bidders, successful bidder (called as Licensee) has been selected for assigning **Licensing of Built-up Shops/ Office spaces BD Station code No ----- with admeasuring area ----- Sq.m at ----- Elevated/UG Metro Station along Corridor 1 & 2, on “as is where is basis to the Licensee”**.

- a) CMRL has agreed to provide to the Licensee, commercial utilization and Licensing Rights of Built-up-Shops/ Office spaces (pre identified by CMRL) on “as is where is basis”, herein after referred to as Shops/ Office spaces, on payment of License Fee and other charges to CMRL on the terms and conditions hereunder contained in this License Agreement.
- b) Licensee shall develop, manage, operate, and maintain the shops / Office spaces allotted to them at CMRL stations as specified in this Agreement at its own cost.

**NOW THEREFORE**, in lieu of the mutual promise and consideration set out herein CMRL and the Licensee (hereinafter collectively called “Parties”) witness and hereby agree as follows:

A. The several documents forming this Agreement are to be read as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order:

- i. This Agreement
- ii. Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_
- iii. The written clarifications, Corrigendum and addenda issued to the Bidders
- iv. Tender document including the Draft License Agreement
- v. Any other document of CMRL and Licensee forming part of the Bidding Process.

B. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for BD Station code No ----- of CMRL at ----- Elevated/UG Metro Stations along Corridor 1 & 2 as specified in Annexure-I. Licensee shall be responsible for management, operation, maintenance, marketing the Shops/ Office spaces as specified in this Agreement at its own cost. All the shop sites/Office spaces and formats proposed by the Licensee are subject to approval by CMRL with regard to operational feasibility, aesthetics, safety and security concerns of the Metro

Network. The Licensee shall not and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration for same.

- ii. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from CMRL in this regard.
  - iii. The Licensee confirms having examined the potential locations inside/adjacent ----- Elevated/UG Metro Stations along Corridor 1 & 2 in detail and fully understands and comprehends the technical requirements of the Shops/ Office spaces. The Licensee also confirms full satisfaction as to the business viability of licensing the Shops/ Office Spaces adjacent to the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to CMRL under this License Agreement.
- C. That CMRL and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

**ARTICLE: 2**  
**DEFINITIONS**

- a) **“Agreement”** means the License Agreement to be executed between CMRL and the Selected Bidder in the format approved by CMRL and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Shops/ Office spaces” and the contract during the subsistence of this Agreement.
- d) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.
- e) **“As is where is basis”** means LICENSEE shall be licensed the said Shops/ Office spaces, equipment’s, installations, fittings and fixtures on ‘as is where is basis’ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of CMRL in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Shops/ Office spaces rather LICENSEE shall be required to hand over the licensed Shops/ Office spaces in original condition at the end of license period.

- f) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by CMRL to the Bidders, the Proposal uploading through e-procurement portal by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- g) **“CMRL”** means Chennai Metro Rail Limited, a joint venture of Govt. of India and Govt. of Tamil Nadu incorporated under the Companies Act, 1956.
- h) **“Commencement Date or Handover Date”** means the date on which shop is handed over by CMRL to the licensee, in accordance with the terms of this agreement.
- i) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- a) The enactment of any new Indian law
  - b) The repeal, modification or re-enactment of any existing Indian law
  - c) Any change in the rate of any Tax.
- Provided that Change in Law shall not include:
- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
  - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- j) **“Damages”** shall mean any claim of CMRL against the licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which CMRL shall be entitled to claim and adjust the Security Deposit.
- k) **“EMD”** means the refundable amount to be submitted by the Bidder (Bidders) along with TENDER documents to CMRL.
- l) **“Interest Free Security Deposit”** means interest free security deposit to be furnished by licensee to CMRL as per terms and conditions of license agreement, to be released after successful completion of license period.
- m) **“License”** means the permission granted by CMRL to the Selected Bidder for commercial activity (excluding banned list of usage of premises) inside built-up Shops/ Office spaces at specified locations at Metro Stations, for a license fee based

on the terms and conditions of the License Agreement.

- n) “License Fees”** means the amount payable by the licensee to CMRL as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the licensee as per prevalent law.
- o) “Shops/ Office Spaces”** means built-up Shops/ Office spaces namely the Specified Area in Metro Station for commercial development as detailed in the Annexure-I given on license basis by CMRL to the licensee under and in accordance with this License Agreement.
- p) “Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- q) “Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier

## ARTICLE 3

### INTERPRETATION

In this Agreement, unless the context otherwise requires,

- 3.1. references to any legislation or any provision thereof shall include amendment or re- enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- 3.2. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 3.3. references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 3.4. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 3.5. the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- 3.6. references to **“development”** include, unless the context otherwise requires, renovation, refurbishing, augmentation, up gradation and other activities incidental thereto, and **“develop”** shall be construed accordingly;
- 3.7. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 3.8. any reference to day shall mean a reference to a calendar day;
- 3.9. references to a **“business day”** shall be construed as a reference to a day (other than a Sunday) on which banks in Chennai are generally open for business;
- 3.10. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

- 3.11.** references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
- 3.12.** any reference to any period commencing “**from** a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- 3.13.** the words importing singular shall include plural and vice versa;
- 3.14.** references to any gender shall include the other and the neutral gender;
- 3.15.** save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, License or document of any description shall be construed as reference to that agreement, deed, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of CMRL/LICENSOR hereunder or pursuant hereto in any manner whatsoever;
- 3.16.** any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;
- 3.17.** the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- 3.18.** references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- 3.19.** Time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 3.20.** Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.



## **LAW**

The contract shall be governed under the provisions of Indian Contract Act 1872.

## **ARTICLE: 4**

### **4. GRANT OF LICENSE**

- 4.1 Commencement of License fees will be from 76<sup>th</sup> day (30 days Plan Approval period + 45 days Fit-out Period) & 151<sup>st</sup> day (30 days Plan Approval period + 120 days Fit-out Period) for Category - A&B spaces respectively from the date of issue of notice to takeover/ handing over or start of operation by Licensee, whichever is earlier. The License fee and other charges and taxes shall commence and become payable immediately after fitment period from the date of handing over of the site / Commencement of business operation, whichever is earlier and shall be charged until the termination/ completion of agreement. The Successful bidder/ Licensee is expected to complete his furnishing / development work in all respects within this fitment period. No relaxation or further extension of the fitment period on any account will be given or considered. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled allotted shop/space on date of deemed handing over, if applicable.
- 4.2 CMRL reserves its right to withdraw a few stations or locations approved from the License Rights. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation. The CMRL also reserves the right to modify at any time the terms and conditions of the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the general public. The decision of the Licensor in this regard shall be final and binding.
- 4.3 There is a total area of 25,857 Sq Mtrs (Approximately) which are being offered for licensing rights as detailed in Annexure-1 are tentative and are

subject to variation / change in area. The vacant built-up Shops/ Office spaces as mentioned in Annexure-1, shall be handed over on “as is where is basis” within 15 days from the date of receipt of full payment as stipulated in LOA.

4.4 Area of built-up bare shell Shops/ Office spaces actual area shall be measured at the time of handing over of the space. If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. The actual area of built up bare shell Shops/ Office spaces and bare Spaces for which license fee shall be chargeable, shall worked out based on following criteria:

a) Measurement of actual area of built up bare shell Shops/ Office spaces: Actual area of built up Bare Shell Shops/ Office spaces shall be the area of built up space worked out based on outer dimensions of the covered area excluding the area covered by the walls & columns (including finishing), vent shafts, utility ducts, public toilets, common corridors and passages, staircases and balconies which are not being used for commercial activities.

b) Measurement of actual area of bare Space: Actual area of bare space shall be the area of clear space available in open/ semi-covered space.

c) In case of difference of opinion as to the quantum of actual area, stand of CMRL will be final and binding. The licensee voluntarily agrees not to seek any claim compensation or any other consideration on this account. The licensee shall be bound to take over the commercial space as per the actual area. Moreover, the Successful bidder/ licensee shall not be entitled to demand reduction in area.

#### **TENURE OF LICENSE**

4.5 Tenure of License Agreement for Category – A space shall be for a initial period of 3 years, extendable by 3 years and for Category – B space shall be for a initial period of 6 years extendable by 3 years unless otherwise terminated by CMRL or surrendered by the Licensee. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages,

compensation or any other consideration due to non-extension of license by the CMRL.

4.6 The tenure of License Agreement shall commence from the date of commencement of license fees as per above clause 4.1. The License Period of the Shops/ Office spaces handed over subsequently shall be co-terminus with the Tenure of License Agreement irrespective of date of actual handing over.

4.7 The licensee shall have option to exit from the License Agreement only after an issue of three months prior notice to CMRL. In this case, interest free Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.

4.8 If the licensee exits the License Agreement before without giving three months prior notice to CMRL the interest free Security Deposit shall be forfeited in favour of CMRL besides recovering other dues including License fee.

4.9 No partial surrender of built-up-Shops/ Office spaces which has been handed over to the Licensee by CMRL shall be permissible during the tenure of the License Agreement. However if the licensee has multiple spaces, any one or more of the spaces can be surrendered completely.

4.10 At the end of License period or sooner determination of this agreement for any reason whatsoever, all rights given under this License Agreement shall cease to have effect and the premises with all the furniture and other assets permanently attached to any part of the premises under this Agreement, shall revert to CMRL without any obligation to CMRL to pay or adjust any consideration or other payment to the Licensee.

#### **4.11. LICENSE FEE**

The license fee per month per sq.m area of built-up bare shell Shops/ Office Space shall be as quoted by the Licensee in Bid Form. The rates of License fee and conditions for other licensed spaces based on technical feasibility shall be

derived as follows:

- a) If Successful Licensee applies for any additional area at same level for commercial purpose as permitted by CMRL (except for banned list of usages as given in Annexure-II), the same shall be provided on pro-rata basis of the prevailing license fee, if found feasible, on sole discretion of CMRL.
- b) The rate applicable for terrace shall be 50% of the rate applicable for built up Bare Shell Shops/ Office Space as on that date if the terrace is used for commercial purpose other than utilities purpose (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment). It shall be paid within fifteen (15) days of date of issue of LOA and before handing over of the additional area. The commencement of license fee for additional area will be 60 days including plan approval from the date of issue of notice to takeover/ handing over, whichever is earlier. The tenure of the license period of these additional area/spaces shall be co-terminus with this license agreement.
- c) Mezzanine floor, if required by the Licensee for commercial activities, may be permitted by CMRL subject to availability/feasibility. The License fee for mezzanine floor area shall be 50% of the rate applicable for built up Bare Shell Shops/ Office Space as on that date.
- d) In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days of date of issue of LOA and before handing over of the additional area.
- e) If the Licensee modifies the built-up bare shell Shops/ Office Spaces by making additions & alteration to the handed over built area, the License fee of modified built up shop shall be charged for its modified area.
- f) Awning: If the licensee installs an awning with a fixed/stretchable

length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building

4.12 Along with License Fees, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable from time to time. Licensee has to pay other, Quarterly maintenance fee of Rs.125/Sq Mtrs of actual area licensed as Common area maintenance charges to the Licensor and same shall be increased and escalated by 5% on compounding basis after completion of every year from the date of commencement of license fee.

4.13 The license fee shall be paid to CMRL on quarterly basis in advance to CMRL by the 7 days of end of previous quarter without expecting any specific demand notice from CMRL. This has also been illustrated below for better understanding of licensee –

- The Billing quarter - 1<sup>st</sup> April - 30<sup>th</sup> June
- Period for the issue of invoice - 1<sup>st</sup> February -- 15<sup>th</sup> February
- Last Date of payment of Dues to CMRL - 25<sup>th</sup> March

4.14 The account shall be regularly reconciled by CMRL Finance department on half yearly basis.

4.15 The Licensee agrees voluntarily and unequivocally to make all payments to CMRL as may be due before the due date, without waiting for any formal advice from CMRL. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorize representative of the Licensor.

4.16 Licensee shall periodically advise the details of payment deposited with CMRL. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of CMRL), then others dues/ liabilities like electricity, other utility charges, etc., and lastly License fee shall be accounted for.

4.17 The license fees shall be increased and escalated by 5% on compounding basis after completion of every year from the date of commencement of license fee.

4.18 Allotted space which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost.

4.19 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 30 days' cure notice shall be issued to pay the outstanding license fee and other dues along with an interest of 24% (Twenty Four percent) per annum on compoundable quarterly basis on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall be continue to be accrued on annual compounding basis until all the payable amount of License Fee and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.

a) If the Licensee failing to deposit the outstanding License Fee and other dues within 15days' cure notice, CMRL shall issue a termination notice to make payment of outstanding License Fee and other dues within next 15 days.

b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, CMRL shall disconnect all utilities provided to the Licensee.

c) In the event of Licensee failing to deposit the dues within 15 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle CMRL to terminate the License Agreement as per provisions stipulated in Article-9 of the License Agreement. After such termination, CMRL shall forfeit Interest Free Security Deposit by the Licensee and recover CMRL dues without prejudice to take such

other action available to CMRL under this Agreement and as per Law.

#### **INTEREST FREE SECURITY DEPOSIT**

- 4.20 Licensee shall pay Interest Free Security Deposit to CMRL which is one year of first year license fee for the due and faithful performance of its obligations set forth in this Agreement.
- 4.21 Interest free Security Deposit for built up Bare Shell Shops/ Office spaces handed over subsequently shall be deposited by the licensee within 15 days of issue of letter for taking over notice of CMRL.
- 4.22 The interest free Security Deposit shall be paid in the form of RTGS / NEFT to CMRL bank account.
- 4.23 In case of successful completion of the full term of the License period from commencement date of License Agreement or after surrender of License agreement as per clause 4.7 above, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of CMRL.
- 4.24 CMRL shall reserve the right for deduction of CMRL dues from Licensee's InterestFree Security Deposit at any stage of agreement i.e. currency/
- a) Completion/termination/surrender, against - any amount imposed as a penalty and adjustment for all loses/damages suffered by CMRL for any nonconformity with the Agreement terms & condition by the Licensee.
  - b) Any amount which CMRL becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
  - c) Any payment/ fine made under the order/judgment of any court/consumer forum orlaw enforcing agency or any person working on his behalf.
  - d) Any other outstanding CMRL's dues as per License Agreement.
- 4.25 Once an amount is debited from the interest free Security Deposit, the Licensee shall replenish the Security Deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default.



## **TAXES AND OTHER STATUTORY DUES**

4.26 The property tax applicable, if any, on the property of CMRL shall be borne by CMRL

4.27 Good & Service tax, as applicable time to time, shall be borne by Licensee.

4.28 All other statutory taxes (including GST), statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee indemnifies CMRL from any claims that may arise from the statutory authorities in connection with this License for the License period if the same is raised by the concerned authorities in future. Tax Invoices will be issued only at the end of the period for which advance was paid.

4.29 Payment of all stamp duties required to execute License Agreement shall be borne by Licensee.

ARTICLE: 5

**FITTING-OUT, OPERATION AND MAINTENANCE OF SHOPS/ OFFICE SPACES**

5.1 Approval of Plan:

5.1.1 SUBMISSION OF DRAWINGS:

- a) The Licensee shall submit fit-out drawings after consultations with CMRL until approval is obtained from CMRL to commence fitting-out works.
- b) The submission shall be fully dimensioned plans both hard copy and soft copy (pdf) showing the floor plan together with elevations and cross- sections of the new and existing works. Construction, height, dimensions and material of partition boundaries are to be indicated.
- c) There shall be a title block at the bottom right hand corner of the drawings giving full information on the location of licensed Premises and licensee's name and address.
- d) The Licensee is not allowed to start fitting-out works without obtaining the requisite approvals from CMRL.
- e) Any changes required after CMRL's comments on the drawings must be resubmitted to CMRL for further comments until final approval to commence works is obtained.
- f) Upon completion of fitting-out works, the Licensee is required to submit to CMRL paper prints of all architectural, civil & structural, mechanical & electrical, plumbing and fire protection "as-built" drawings for records.

5.1.2 Contents of Submission:

The submission shall comprise the following;

- a) Key Plan: Showing the location of Licensed Premises.
- b) Preliminary Floor Plans: Indicating interior layout and all materials and finishes. All new works shall be coloured (in dark colour). All existing works proposed to be demolished or dismantled shall be shown in broken lines.
- c) Reflected Ceiling Plans: indicating ceiling access panel locations, ceiling materials, various heights, location and type of all existing and proposed light fitting, mechanical and electrical installations. Furniture layout shall be

included in the reflected ceiling plans.

- d) Elevations and Sections: showing concept, main entrances, front entrances including any graphics and signages. Indicate all materials, finishes and method of fixing with all materials and finishes indicated.
- e) Catalogues and Cut-outs: Light fixtures or sketches of custom light fittings are to be provided.
- f) Mechanical and Electrical Drawings: Indicating connected electrical load (example: single line diagrams), total heat load, total cooling and air conditioning load requirements, weight and location of heavy equipment or construction material.
- g) Typical interior sections with all materials and finishes indicated.
- h) All plans shall be signed, stamped and dated by the Licensee.
- i) The Licensee shall bear all costs and expenses incurred by its submissions.
- j) CMRL will review drawings and advise Licensee as to whether the drawings are “Accepted as Noted” or “Not Accepted with Comments”. The Licensee must incorporate the CMRL’s comments and proposed solutions, if any, into the final drawings.

## 5.2 Design and Construction Guidelines:

The Licensee shall ensure that design construction comply with Building Regulations.

### 5.2.1 Building and Structural Works:

- a) Any alterations and additions to the ceiling shall be made of non-combustible materials. Changes to existing ceiling height must be indicated clearly. No PVC/plastic material is permitted for ceiling and wall finishes/fixtures due to toxicity reason unless otherwise specified by CMRL.
- b) Height and construction of any raised platform over existing floor to be indicated and must comply with authorities’ requirements.
- c) Coring in the floor slabs and walls is not allowed.
- d) Any hot work, heavy drilling, knocking, spray painting, varnishing or any other works that are hazardous, generate smell & create noise (if such works are approved by CMRL) that are likely to cause inconvenience to other Licensee and Commuters can only be conducted after train operation hours.
- e) The Licensee shall install a temporary water meter to tap water supply to its

existing Licensed Premises for works requiring water, wherever possible. For Licensed Premises without water provision, the Licensee may bring water into the Licensed Premises by using water containers. Use of water hose is not allowed. Water consumed during any renovation works will be chargeable.

f) False ceiling shall be constructed with non-combustible material.

g) For any work that damages or affects the existing waterproofing system, the Licensee must reinstate the waterproofing system using the same supplier at their own cost and arrangement. Once work is completed, the Licensee shall submit the warranty to CMRL for record.

h) Removal of inter-unit partitions: A licensee of multiple units may dismantle non-structural internal walls between units on the following conditions.

i) Licensee obtains all necessary approvals from the relevant authorities.

ii) Licensee bears the cost of design and construction.

iii) Licensee shall reinstate the internal walls to its original condition upon expiry or earlier termination of the license.

#### 5.2.2 Kitchen Exhaust System:

a) The Licensee shall provide enclosure to the kitchen area and ensure that all smell is kept within this enclosure.

b) The licensee shall install appropriate exhaust filter, hood and air cleaning system as required by CMRL and approved by the relevant authorities to cover the entire heating area and use utensils with covers for heating.

#### 5.2.3 Material specification for refurbishment of shops / office spaces at Elevated and Underground Metro stations:

a) All materials should be non-combustible and fire retardant.

b) Ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible.

c) Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible.

d) Fibre cement board (standard, Type-B and heavy duty, Type-A) as per IS: 14862:2000 may be permitted in elevated and underground stations respectively.

e) For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed.

f) Interior Surface Finishes: (Elevated Stations)

All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989

g) Interior Surface Finishes: (Underground Stations)

Surface finishes materials shall be capable of being subjected to temperature up to 500 C (932 F) for 1 hour and shall not support combustion under the same condition.

5.3 Fitting-out Works:

5.3.1 Handing over of the Licensed Premises:

The Licensee shall take possession of the Licensed Premises on the Date of Possession defined as:

- i) The date as specified in the License Agreement; or
- ii) Within 15 days from the date of execution of License Agreement.

If the Licensee does not, for any reason, take possession of the Licensed Premises on the Date of Possession, the Licensee shall nevertheless be deemed to have taken possession and consumed the rent-free period, if any.

During the handover, the licensee and CMRL shall jointly inspect the licensed Premises and complete the form, "Handover of Licensed Premises" (Refer to Annexure- V). In the event, the licensed Premises is handed over on an "as is where is" basis, the licensee shall execute a letter of undertaking accepting the condition of handover and to reinstate the licensed Premises to its original bare condition.

- iii) Any delay in carrying out or completing the Licensee's works in the licensed Premises whether caused by any failure to obtain authorities' approvals, shall not be grounds for postponing the commencement of the Term or payment of the License Fee as stated in the Agreement.

5.3.2 Commencement of Site works:

The licensee shall commence the relevant site works after obtaining the following:

- a) Written approval on the final drawing submissions.
- b) Permit to Work (PTW).

5.3.3 Access to Licensed Premises:

Access to the licensed Premises for both construction and delivery personnel will be restricted to entrances and corridors as designated by CMRL.

5.3.4 The licensee shall appoint and station a full-time site supervisor, throughout the duration of fitting-out works for the purpose of managing workmen engaged in the licensed Premises and receiving instructions during any emergency.

Prior to commencing site works, licensee and/or their authorized representatives are requested to submit a list of their contractors to CMRL. The licensee is required to submit to CMRL the names and identify card numbers (or work permit) of all staff accessing the station and the licensed Premises for security clearance.

The licensee and its contractors shall prevent their workers from causing or creating a nuisance. In the event of the contractors' workers causing or creating a nuisance or persistently ignoring CMRL's instructions, CMRL and its employees reserve the right to request these workers to leave the site.

5.3.5 Delivery of any materials, equipment and merchandise via lift & escalators is strictly prohibited. Any damage resulting from the misuse of lift & escalators by the licensee/licensee's contractors will be borne & rectified by the Licensee.

5.3.6 No storage of flammable material on site.

5.3.7 Temporary Scaffolding: All scaffolding shall be approved by the relevant authorities. Such scaffolding must not damage the existing floor of the station. Any damage shall be made good by the Licensee at its own cost to the satisfaction of CMRL.

5.3.8 Limits of Working Area: All works and materials stored must be confined within the licensed Premises and no materials to be left in the common areas. CMRL reserves the right to remove and dispose of all materials in the common areas as it deems fit, especially those obstructing the corridors and fire escape routes. Such removal and/or storage costs shall be borne by the Licensee. The licensee shall avoid works that are hazardous or create excessive dust.

5.3.9 Removal of Debris and Refuse: All debris and surplus materials must be cleared from the licensed Premises and the station after every work period daily. CMRL does not allow disposal of debris onto areas outside the licensed Premises. Should the licensee fail to do so, CMRL reserves the right to remove such refuse and debris on behalf of the licensee and such costs shall be borne by the licensee.

5.3.10 CMRL shall not be responsible for any loss or damage to the Licensee's building materials, goods, etc while removing the debris / refuse. The licensee shall ensure that the fire escape routes and corridors are not obstructed at all times during the course of Fitting-out works.

5.3.11 The licensee and its authorized representatives shall not tamper with any of the fire protection installations such as sprinklers, break-glass alarms, wet risers and fire hose reels during the Fitting-Out period. Such tampering may trigger false alarms and action will be taken against the licensee.

5.3.12 Spot Checks / Repair Works: CMRL reserves the right of entry into the licensed Premises to make spot checks or conduct repair works as and when required. Any instruction given by CMRL or its representatives shall be observed by the licensee.

5.3.13 Unless otherwise stated in this License Agreement:

(i) The Licensee shall be responsible for keeping unauthorized persons off the Licensed Space(s), during the Fit-out Period.

(ii) Authorized persons during the Fit-out Period shall be limited to the employees of the Licensee, employees of sub-contractors of the Licensee, and employees and persons authorized by CMRL.

5.4 Completion of Fitting-out works:

The licensee shall notify CMRL for a joint-inspection to verify that the Fitting-Out work is completed satisfactorily. In this inspection, the ceiling shall be left open & all services will be tested including MEP and fire protection/equipment. The licensee shall rectify all defects and comments pointed out within 1 week during this inspection.

## **5.5 Augmentation of Built-up-Shops/ Office spaces:**

Considering the terms & conditions and license period of this Agreement, the Licensee can renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. of built up shop area provided that :

- a) As far as possible, the License shall not alter the exterior of Station building. If it is essentially required by the Licensee, he shall obtain prior approval of

CMRL whose decision shall be final and unconditionally binding to the Licensee.

- b) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.
- c) It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from CMRL and other competent authorities for modifications, FSI changes, fire protection system, etc. CMRL shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) Licensee has to get approval from Tamilnadu Fire Services for fire protection system plan to be provided in the retail spaces.
- e) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of his activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the CMRL's employees, commuters and visitors. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site or the station.
- h) The Licensee shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc., during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works will be taken care by Licensees.
- i) The Licensee shall strictly comply with the safety procedure, measurement, and guidelines. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, guidelines and quality of materials laid down, a penalty up to Rs. 1,00,000 /- (Rupees one lakh) per instance shall be imposed on the Licensee.
- j) Any additional costs required to be incurred by CMRL in connection with the augmentation work such as deployment of extra security staff, etc. shall be



charged from the Licensee. The Licensee shall also have to bear the damage and service charges. However, before incurring any such expenditure, the Licensee shall be briefed on the requirements by CMRL.

- k) Licensee shall bear all risk & cost and consequences of this augmentation work in built up Bare Shell Shops/ Office Spaces area.
- l) On completion of augmentation work, the Licensee shall furnish “As Built Drawings” of the premises including details of modified services along with all permissions/ approvals taken from the concerned departments.

#### **5.6 Maintenance & Repairs:**

- a) Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs to space comprising of built up Bare Shell Shops/ Office spaces, bare space, circulation areas, access way, pavements, Foundation Park, utilities, services, etc. linked with this agreement and required because of normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of premises.
- b) Any major repairs in existing structure due to its constructional defects shall be the responsibility of CMRL. If the major repair is not carried out within reasonable time by CMRL as per his obligations, the Licensee shall have the right to get the needful done up to the satisfaction of CMRL with prior written consent from CMRL. The Licensee shall submit the estimate for this major repair to CMRL and after obtaining its approval, he shall deduct the cost incurred on major repair from the amount payable to CMRL.
- c) The said premises, which have been handed over to the Licensee under this agreement, shall be kept in good condition and maintained properly by the Licensee at his own cost.
- d) In case of any dispute as to whether repair is minor one or major one warranting CMRL liability, the decision of CMRL will be final and binding on Licensee.

#### **5.7 Operation of Shops/ Office spaces:**

- a) Licensee shall ensure proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.
- b) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- c) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of CMRL for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer & other officials. Noncompliance may be treated as breach of contract and license shall be terminated.
- d) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the CMRL electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Licensee.
- e) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by CMRL fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- f) Licensee shall keep and maintain the licensed space in neat, clean condition and in safe and sound manner during the License Period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused due to error/ omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- g) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee or Licensee's staff/employee, resulting in injury, death to commuters or CMRL employees or loss to CMRL property, it shall constitute

Material Breach of Contract and considered Licensee Event of Default that shall entitle CMRL to terminate the License Agreement with 30 days written notice.

- h) Access to stations shall be regulated by the office of the Joint General Manager (Operations) and the Licensee is required to take necessary permissions in this regard from the office of Joint General Manager (Operations) as per extant policy of CMRL. It is clarified that the permission to the Licensee shall not be unduly denied.
- i) Entry and access in paid area by the workmen of the Licensee shall be through smart card and its cost shall be borne by the Licensee. Entry Permission/ Identity Cards shall be issued by CMRL but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.
- j) The Licensee shall ensure safety and security of the allotted Shops/ Office spaces CMRL shall not take any responsibility. Successful bidder/ Licensee shall arrange its own security for its premises. Successful bidder/ Licensee shall provide additional security arrangement by deploying sufficient security personnel, CCTV, etc. with prior approval of CMRL.
- k) Joint inspection of each Shop & office Space shall be conducted by CMRL officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by CMRL shall be rectified / complied by the Licensee within a period of 7 days, failing which CMRL reserves the right to impose fine up to Rs.25,000/- per instance of irregularity per week.
- l) Deliberate or willful non-compliance of CMRL written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle CMRL to forfeit Security Deposit and or terminate the License Agreement after giving 30 days' notice to the Licensee. Such termination of the License Agreement and forfeiture of the interest free Security Deposit by CMRL shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- m) The overall control and supervision of the premises shall remain vested with

CMRL who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement.

- n) CMRL shall reserves the right to enter the licensed premises to repair and replace the fixtures provided by CMRL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by CMRL shall be done by Licensee.
- o) Encroachment: The Licensee shall strictly not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a warning letter along with instructions to correct shall be issued on the first occasion, and a fine/ compensation of Rs.1,000/- on the second occasion, Rs.2,500/- on the third occasion and Rs.5,000/- after third occasion shall be imposed by CMRL. Thereafter CMRL reserves the right to revoke the license for breach of contract.
- p) Further, CMRL can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Metro Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of CMRL.
v.	Misbehavior with staff and commuters of CMRL.
vi.	Not following safety and security norms as may be indicated by authorized representative of CMRL.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by CMRL authorities from time to time

- q) The option to impose fine, penalty, etc., under this License Agreement shall be exercised by CMRL official not below the rank of Dy. HOD.
- r) On operational ground/ administrative exigency, the CMRL may ask the

Licensee to vacate any licensed space of built-up bare shell Shops/ Office Spaces, or part thereof. Thereupon, the Licensor shall refund the interest free Security Deposit on pro-rata basis & license fees shall be reduced for the remaining area. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

- s) Permissible Usage of Shops/ Office Spaces: Shops/ Office Spaces can be put for any activity except banned list of usage mentioned in Annexure-II following the other terms and conditions of this agreement. Cooking with gas / coal will not be allowed by CMRL and only Electrical cooking/ pre-heating is permitted with prior written permission from CMRL. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations. The successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. The Licensee will strictly ensure that no fumes / aroma / gases escape into the public areas of inside stations. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior written approval of CMRL. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business, the same shall at all-time be the sole responsibility of the Licensee.
- t) For the space at paid area, sale of any food items in any manner is prohibited.

## **ARTICLE: 6**

### **RIGHTS AND OBLIGATIONS**

#### 6.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;
- c) To furnish "As Built Drawings" of the premises within 30 days of completion of construction work.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Shops/ Office Spaces) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of License Shops/ Office Spaces or the Licensed Shop's & Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;

- i) to keep the Licensed Shops/ Office Spaces free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or CMRL's activities.
- j) at all times, to afford access to the Licensed Shops/ Office spaces to the authorized representatives of CMRL, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Shops/ Office Spaces, to inspect the Licensed Shops/ Office Spaces and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the Licensed Shops/ Office Spaces to CMRL upon Termination of the Agreement;

6.2 The Licensee shall be solely and primarily responsible to CMRL for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and further on behalf of the their employees and agents and any person acting under or for and on behalf of the Licensee or the contractor (s) appointed for the Licensed Shops/ Office Spaces as fully as if they were the acts or defaults of the Licensee, its agents or employees.

6.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.

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

- a) The Licensee shall not have or claim any interest in the said Shops/ Office Spaces/premises as a tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- c) The relationship between CMRL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither

party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between CMRL on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

## **6.5 CMRL's Infrastructure Facilities**

Licensee shall apply for electricity connection, Air-conditioning, Water & Drainage, other amenities/ proposals etc. individually for all the licensed Shops/ Office Spaces along with requisite documents for the following services available in at station.

### **a) Electricity:**

The power supply connection released for commercial activity shall be from Electrical Loads available from CMRL power network. However, if additional electrical load is required by the Licensee, the same may be arranged by CMRL, if feasible. Common point will be provided for power supply from which internal distribution to be carried out by the Licensee.

The Licensee shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/ refrigeration within the said premises shall be provided by the Licensee at his own cost after obtaining necessary approvals from CMRL.

However, if the Licensee requires providing other than Split ACs such as VRV, Central Plant, etc., the same may be approved with prior written approval of CMRL subject to Technical Feasibility.

### **b) Fire Protection System:**

CMRL has obtained approval from Tamilnadu Fire Services for existing integrated fire protection system for whole infrastructure of Station including area of licensed Built up Bare Shell Shops/ Office Spaces.

Any augmentation to existing fire protection system, if required due to renovation of licensed Shops/ Office Spaces/space, shall be done by the licensee



at his own risk & cost as per relevant BIS Code of Practice and norms of CMRL & Tamilnadu Fire Services.

c) Civil Utilities:

At present, a toilet available at the station for CMRL staff can be used by retail users. However, the toilets inside the allotted space can be built by the Licensee subject to Technical Feasibility and approval from CMRL. If any augmentation to the existing civil utilities such as toilets, drainage, sewer and water supply system, roads, etc. is required, it shall be done by the Licensee at his own cost if feasible and with prior approval from CMRL.

To meet out the additional requirement of water, the licensee may develop independent Rainwater Harvesting System and reuse the collected water. However, whole cost of development of Rain Water Harvesting System shall be borne by the Licensee.

CMRL Water charges as on date, if provided, shall be charged at the prevailing commercial rates with GST extra (if applicable at any instance of time).

d) Solid Waste:

The Licensee shall have to make arrangements for disposal of solid waste, which shall be got removed from the premises on a daily basis to ensure perfect cleanliness as per Corporation of Chennai Norms. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste shall need to be expelled into a common dump or waste area provided/ indicated by CMRL. If solid waste is found disposed of on CMRL land or premises a penalty/fine of Rs.2000/- shall be imposed by CMRL for each occasion.

e) Parking:

No separate space is been identified for retail users. Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.

f) Telephone:

CMRL may give permission for installation of cables for telephone/ tele-communication equipment subject to technical feasibility. The instrument, cables

and connection shall be obtained by the Licensee from the telephone company at his own cost. CMRL reserves the right not to give such permission.

g) Other Services:

Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building will be provided by CMRL. In the event that any one of the services provided by CMRL be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, CMRL shall not be liable to the Licensee therefore provided however that CMRL shall use its best efforts to restore such services within a reasonable period.

h) Toilet:

Licensee can use the common staff toilet available in the CMRL metro stations. Uses of the station toilets by the Licensee's contractors for washing of tools and cleaning, etc. are strictly prohibited.

i) Infrastructure facilities such as electricity, water, sewage disposal and Chimney / Exhaust facilities, etc are subject to availability and technical feasibility, the prospective bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non availability / provision of these facilities. Priority for supply/provision of all such services will be given after operational requirements of CMRL are met fully.

i) Signage: The Licensor hereby authorizes the Licensee to affix/display its name boards, signage, advertisement material, banners etc. of an appropriate size as deemed fit by the Licensee free of cost. (At a mutually agreed locations by Licensor and Licensee only) subject to the Licensee obtaining from the statutory authorities such permits as may be required under applicable laws at Licensee's own cost.

**RESTRICTION AND CHANGES IN LICENSEE (SPECIAL PURPOSE COMPANY)**

a) In case the Licensee is a Special Purpose Company (SPC) incorporated as per the requirements of the RFP, the members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the License Agreement. There shall be no change in the shareholding structure of the SPC during the License Period without prior

written approval of CMRL/LICENSOR

b) The members of Consortium of the SPC shall be responsible and liable jointly and severally, for due performance of all the obligations and responsibilities assumed by the SPC under this Agreement.

c) 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. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the License Agreement. Any deviation from the above shareholding structure shall expressly be with the prior written consent of CMRL/LICENSOR. Further, any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the License Period, within the prescribed limits shall be subject to prior written permission of CMRL/LICENSOR

## **ARTICLE: 7**

### **INDEMNITY AND INSURANCE**

- 7.1 The Licensee hereby undertakes to indemnify and hold CMRL harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities entered into between the Licensee and end user.
- 7.2 The Licensee hereby undertakes to indemnify CMRL against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein including operation of all facets of commercial activities and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 7.3 The Licensee hereby undertakes that CMRL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors. The Licensee shall indemnify and keep indemnified CMRL against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 7.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment and compliance under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify CMRL Administration for any loss and damages suffered due to violation of its provision.

- 7.5 The Licensee hereby indemnifies CMRL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 7.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies CMRL against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Development Wing of CMRL in accordance with CMRL's policies regulations prevalent at that time.
- 7.7 The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 7.8 The Licensee shall indemnify CMRL from any damage charges to be incurred if the licensed Shops/ Office Spaces are not been handed over to CMRL in good condition as required under this agreement.
- 7.9 The Licensee shall indemnify CMRL from any serious accident caused due to negligence of the Licensee or Licensee's staff/employee, resulting in injury, death to commuters or CMRL employees or loss to CMRL property.
- 7.10 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless CMRL, CMRL's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 7.11 The Licensee shall indemnify and keep indemnified CMRL for any losses/ penalties on

this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.

7.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in CMRL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon CMRL's request, the Licensee shall submit to CMRL, suitable evidence of policies is in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.

## **ARTICLE: 8**

### **FORCE MAJEURE**

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

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensor.
- d) Acts of terrorism
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc., and
- g) Any other similar things beyond the control of the party, except court order/ court judgment.

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

8.3 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period.

## **ARTICLE: 9**

### **BREACHES/ SURRENDER/ TERMINATION OF LICENSE AGREEMENT**

#### **Surrender of License Agreement:**

- 9.1 No partial surrender of built-up-Shops/ Office Spaces/ individual shop or part which has been handed over to the Licensee by CMRL shall be permissible during the currency of the License Agreement. However if the licensee has multiple spaces, any one or more of the spaces can be surrendered completely.
- 9.2 The Licensee shall have option to surrender the license agreement hereby provided that
- a) There is no arrear pending with the Licensee on the date of issue of surrender notice.
  - b) CMRL receives a three months advance notice, in writing, from Licensee for its intention to surrender the license agreement
  - c) Licensee continues to pay all dues as per schedule to CMRL till the date of premature closure of License Agreement.
  - d) Licensee hand over vacant and peaceful possession of the all Licensed Shops/ Office Spaces, to CMRL, free from all encumbrances and in original conditions free of cost within 30 (thirty) days from the termination of License agreement.

If Licensee satisfies the above said conditions of surrender of License Agreement, CMRL shall terminate the Agreement and refund interest free Security Deposit after recovering/adjusting any outstanding amount on the part of Licensee.

- 9.3 If the licensee surrenders License Agreement without giving three months prior notice to CMRL the interest free Security Deposit shall be forfeited by CMRL besides recovering other dues including License Fee.

#### **Breach of License Agreement/ Licensee's Events of Default**

- 9.4 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:



- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to CMRL without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to CMRL by the stipulated date.
- c) If the Licensee makes any of the following changes in Ownership:
  - i. Change in ownership of Licensee by sale, merger or acquisition and if the new entity owning the Licensee is unable to demonstrate its ability to satisfactorily fulfill obligations of the Licensee to the satisfaction of CMRL.
  - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period without prior permission of CMRL.
- d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- e) If the Licensee is in persistent non-compliance of the written instructions of a CMRL officials.
- f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to CMRL employees/ commuters or loss to CMRL property.
- g) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from CMRL fails to cure the Default to the satisfaction of CMRL.

- h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- i) If the Licensee engaging or knowingly has allowed any of its employees, agents to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Shops/ Office Spaces, save and except as otherwise expressly permitted under this Agreement.
- k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of CMRL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Shop(s)/ office spaces.
- n) If the licensee violates banned usage as per list given in Annexure-II.

#### **Termination of License Agreement by CMRL**

9.5 Provided that in the event of application of clauses 9.4 (a) and (b) above, CMRL shall give to the Licensee 30 days' time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the CMRL within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedy the default to the satisfaction of the CMRL within the cure period, then CMRL shall be within its rights to disconnect the utility services & terminate the License Agreement.

The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

9.6 On operational ground or any other Administrative Exigencies: CMRL reserve the rights to terminate the License Agreement by giving one month advance notice in such exigency. The License agreement shall stand terminated and the interest free Security Deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from CMRL premises within 30 days of issue of termination letter, failing which these belongings shall become property of CMRL. CMRL shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.

9.7 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article-8.

**Other Terms & Conditions:**

9.8 On termination of License Agreement:

- a) All agreements entered by the Licensee, shall stand terminated with immediate effect;
- b) The interest free Security Deposit and advance license fees paid by the date of termination shall be forfeited and all utilities shall be disconnected with immediate effect and
- c) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

9.9 Within 30 days grace period from the date of termination of License Agreement, the Licensee shall handover the premises to the Station Manager/ Station Controller or his authorized representative as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. if these are integral part of the development plan of the premises and removal of these items can damage the structure or utilities. However, the Licensee can remove

movable assets without causing damage to the structure. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, CMRL reserves the right to deduct/ recover damage charges.

9.10 If the Licensee fails to vacate the premises as per clause 9.9 above, CMRL shall be free to take any of the following action as deemed fit to him.

- a) CMRL shall levy demurrage/ penal charges at the rate of three times of License Fees prevailing on the date of termination of License Agreement.
- b) CMRL shall take over the possession of the property and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in CMRL at zero/nil value. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future on this account.

9.11 After vacating the premises, the Licensee shall submit a vacation certificate from the Station Manager/ Station Controller or its authorized representative in proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station Manager/ Station Controllers or its authorized representative, shall not be accepted.

9.12 The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to CMRL including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement shall take place after submission of vacation certificate from the Station Manager/ Station Controller or his authorized representative subsequent to termination of License Agreement.

9.13 Rights of CMRL on Termination: CMRL shall not have any obligation whatsoever

including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed Shops/ Office Spaces.

9.14 CMRL's Right to Re-market the said Licensed Shops/ Office Spaces on Termination:

- a) CMRL shall have right to re-market the said Licensed Shops/ Office Spaces on termination of this Agreement for whatsoever reasons.
- b) CMRL if it deems necessary shall also have the right to seal or lock the said Licensed Shops/ Office Spaces upon termination.

## **ARTICLE: 10**

### **DISPUTE RESOLUTION**

**10.1 Negotiation and Amicable Settlement:** In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

**10.2 Adjudication:**

**10.2.1** If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.

**10.2.2** The disputes shall be resolved through Indian Arbitration Act 1996 (as amended by Indian Arbitration and Reconciliation (Amendment) Act 2015) by appointment of an arbitrator. CMRL will provide a broad panel of arbitrators to the licensee and licensee can choose one among of the list, who will act as sole arbitrator. The venue of arbitration shall be in Chennai and the jurisdiction shall be Chennai High Court. The remuneration of the Adjudicator shall be fixed by the Managing Director of CMRL and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

**10.2.3** If either party is dissatisfied with the Adjudicator’s decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

**10.3 Arbitration:** The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator / Arbitrators:

**10.3.1 In case the value of the disputed claim and counter claim is Rs.5 crore or less:**

The dispute shall be referred to a sole-member Arbitral Tribunal. Such sole member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by the Licensor, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or

impartially of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

**10.3.2** If the party seeking Arbitration is the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred in clause 10.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. If the party seeking Arbitration is the Licensor, it shall forward such proposal to the Licensee along with the nomination of an Arbitrator from the list referred to in clause 10.3.1 above.

**10.3.3** If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said list on behalf of the party failing to nominate.

**10.3.4** **In case the value of the disputed claim and counter claim is more than Rs.5 crore:**

The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either party may propose to the other party for referring the dispute to Arbitration. If the proposal is initiated by the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred to in clause 10.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. The Licensor (CMRL) shall nominate its Arbitrator from the said list within 15 days thereafter.

**10.3.5** If the proposal for referring the dispute to Arbitration is made by the Licensor to the Licensee, it shall forward such proposal to the Licensee along with the nomination of its Arbitrator from the said list. The Licensee shall, within fifteen days of receipt of the list from the Licensor, nominate its arbitrator from the list.

If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after

the expiry of the prescribed time limit, has the right to nominate the arbitrator from said list, on behalf of the party failing to nominate.

**10.3.6** The two arbitrators nominated by the licensee and the licensor as above, shall appoint the Presiding Arbitrator from the list referred in clause 9.3.1 above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.

**10.3.7** If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.

**10.4** The parties agree that the selection and nomination of Arbitrators from the list should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter. In case of three-member Arbitral Tribunal, it shall also be ensured by the nominating parties / Arbitrators, as the case may be, that at least one member of the Tribunal shall be a legal professional with a minimum of 20 years of experience.

**10.5** In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

**10.6** Subject to aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**10.7** During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make payments due to CMRL as per the License agreement.

**10.8** The venue of the arbitration shall be Chennai. All proceedings of such arbitration shall be in the English language. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties. The award passed by the Arbitral Tribunal shall be final and binding on both the parties.

**10.9 Jurisdiction of Courts:** The Courts at Chennai shall have exclusive jurisdiction to adjudicate any claim, dispute or matters arising out of this Agreement.



## **ARTICLE: 11**

### **REPRESENTATIONS AND WARRANTIES**

**11.1** The Licensee represents and warrants to CMRL that

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Shops/ Office Spaces;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) It has no knowledge of any violation or default with respect to any order, writ,

injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;

- i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to CMRL or to any Government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that CMRL shall not be liable for the same in any manner whatsoever to the Licensee.
- l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of CMRL. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

**11.2** Obligation to notify change: In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify CMRL of the same.

**11.3** Licensor's covenant:

- a) Licensor covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

- b) Licensor hereby covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by CMRL or by any other person(s) claiming by, through or under or in trust for CMRL.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Licensed Shops/ Office Spaces throughout the said term without any interruptions by the CMRL or by any person claiming by, through, under or in trust for CMRL.
- d) CMRL shall provide, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to CMRL properties.

**ARTICLE: 12**

**MISCELLANEOUS**

- 12.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 3 (Three) years from the date of commencement of License Agreement on compounding basis.
- 12.2 Licensee shall comply with the laws of land including Public Premises Eviction Act, 1971, Tamilnadu Pollution Control Board guidelines, building guidelines, fire norms etc. CMRL shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 12.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions due in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of CMRL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Employees compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify CMRL from any claims that may arise in connection with above.
- 12.4 Employees conduct: The Licensee shall ensure that all persons employed by Licensee behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the implementation and operations of the retail space. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to CMRL with respect to all his personnel deployed.

Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to CMRL. All the Licensee's personnel shall be required to possess ID card issued by CMRL while working in CMRL's premises as per prevailing procedure for the purpose of valid access into the premises only. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

12.5 Misuse: The Licensee shall use the licensed space under the agreement only for those services provided therein as permissible under CMRL (O&M) administration, except activities and banned items listed at Annexure-II of this agreement and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and CMRL (Licensor) shall immediately terminate the said agreement. All liabilities for misuse charges and misuse proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified CMRL for any losses/penalties on this account levied by any judicial/statutory authorities/courts.

12.6 Signage:

- a) The Licensee shall have the right to put up only one signage of suitable size for displaying its generic name of each Shop. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto.
- b) The Licensee shall need to obtain a written approval from CMRL before putting up any form of signage and CMRL reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by CMRL.
- c) Placement of Signage without the permission of CMRL or placement in non approved locations shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. In case of persistence default, CMRL reserve the right to terminate the agreement with forfeiture of the (interest free)

Security Deposit and advance license fees paid in its favour.

- d) No advertisement in any format shall be permitted in/ on the Licensed Shops/ Office Spaces.

12.7 Notices: CMRL and Licensee voluntarily and unequivocally agrees -

- a) That any notice to be served upon CMRL shall be sufficiently served and given if delivered to-

**“Manager”/Facility Management,  
Admin Building, CMRL Depot,  
Poonamallee High Road,  
Koyambedu, Chennai- 600 107”**

- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Manager-Facility Management or by his duly authorized representative. All Notice shall be addressed to CMRL as indicated clause 12.7 a) above.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

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

.....-2022

.....- 2022

Authorized Signatory  
FOR AND ON BEHALF OF  
CHENNAI METRO RAIL LIMITED

Authorized Signatory  
FOR AND ON BEHALF OF LICENSEE

**Annexure-I**

**Details of Built up Bare Shell Shops/ Office Spaces offered at selected Elevated and UG Metro Stations Corridor- 1 & 2**

<b>Sl.No.</b>	<b>Name of Metro Station</b>	<b>BD Space Code</b>	<b>Location Level</b>	<b>Area (in sqm)</b>
1	Vadapalani	SVA-RLB-02	Link Bridge	80
2		SVA-RC-01	Concourse	323
3		SVA-RC-02	Concourse	240
4		SVA-RC-03	Concourse	261
5		SVA-RLB-01	Link Bridge	502
6	Ashok Nagar	SAN-RS-01	Street	120
7		SAN-RS-02	Street	230
8		SAN-RS-04	Street	111
9		SAN-RS-05	Street	50
10	Ekkattuthangal	SSI-RS-01	Street	40
11		SSI-RS-02	Street	88
12	St. Thomas Mount	SMM-RS-01	Street	48
13		SMM-RC-01	Concourse	76
14		SMM-RC-03	Concourse	60
15	Nanganallur Road	SOT-RS-02	Street	33
16		SOT-RC-01	Concourse	36
17	Thirumangalam	STI-RC-01	Concourse	270
18		STI-RC-03		45
19		STI-RC-04		75
20		STI-RC-05		275
21	Anna Nagar Tower	SAT-RC-02	Concourse	147
22		SAT-RC-03		85
23		SAT-RC-04		89
24		SAT-RC-05		340
25	Anna Nagar East	SAE-RC-01	Concourse	192
26	Shenoy Nagar	SSN-RC-05	Concourse	93
27		SSN-RC-06		1900
28		SSN-RC-07		66
29		SSN-RC-08		28
30		SSN-RC-09		64
31	Pachaippas College	SPC-RC-02	Concourse	39
32	Kilpauk Medical College	SKM-RC-02	Concourse	120
33	Egmore Metro	SEG-RC-01	Concourse	413
34		SEG-RC-04		162

35	Chennai Central	SCC-RC-01	Concourse	380		
36		SCC-RC-02		595		
37		SCC-RC-05		296		
38		SCC-RC-06		3100		
39		SCC-RC-07		198		
40		SCC-RC-08		220		
41		SCC-RC-09		180		
42		SCC-RC-10		1225		
43		SCC-RC-11		1062		
44		SCC-RC-12		290		
45		SCC-RC-13		153		
46		SCC-RC-14		661		
47		Saidapet Metro		SSA-RC-01	Concourse	55
48				SSA-RC-04		60
49	SSA-RC-05		28			
50	Nandanam	SCR-RC-01	Concourse	75		
51		SCR-RC-03		457		
52		SCR-RC-05		60		
53		SCR-RC-07		40		
54		SCR-RC-08		62		
55		SCR-RC-09		26		
56		SCR-RC-10		40		
57	Teynampet	STE-RC-01	Concourse	107		
58		STE-RC-02		42		
59		STE-RC-03		109		
60		STE-RC-04		23		
61		STE-RC-05		46		
62		STE-RC-06		36		
63		STE-RC-07		29		
64		STE-RC-08		73		
65		STE-RC-09		39		
66	AG-DMS	SAG-RC-01	Concourse	20		
67		SAG-RC-02		192		
68		SAG-RC-03		330		
69		SAG-RC-04		53		
70		SAG-RC-05		31		
71		SAG-RC-06		1075		
72		SAG-RC-07		28		
73	Thousand Lights	STL-RC5-01	Concourse	45		
74		STL-RC5-02	Concourse	55		
75		STL-RC5-05	Concourse	60		
76		STL-RC5-06	Concourse	23		



77		STL-RC5-08	Concourse	50
78		STL-RC5-09	Concourse	65
79	LIC	SLI-RC5-02	Concourse	286
80		SLI-RC5-03	Concourse	90
81		SLI-RC5-04	Concourse	32
82		SLI-RC5-06	Concourse	82
83	Government Estate	SGE-RC5-01	Concourse	203
84		SGE-RC5-04	Concourse	27
85	High Court	SHC-RC5-01	Concourse	40
86		SHC-RC5-02	Concourse	110
87		SHC-RC5-03	Concourse	40
88	Mannadi	SMA-RC5-01	Concourse	110
89		SMA-RC5-03	Concourse	60
90		SMA-RC5-04	Concourse	55
91	Washermanpet	SWA-RC5-01	Concourse	48
92		SWA-RC5-02	Concourse	82
93		SWA-RC5-03	Concourse	36
94		SWA-RC5-04	Concourse	25
95		SWA-RC5-05	Concourse	846
96	New Washermanpet	SNW-RC5-01	Concourse	365
97	Toll Gate	STG-RC5-01	Concourse	455
98		STG-RC5-02	Concourse	60
99	Kaladipet	SKP-RC5-01	Concourse	480
100		SKP-RC5-02	Concourse	165
101		SKP-RC5-03	Concourse	30
102	Thiruvottiyur	STV-RC5-01	Concourse	695
103		STV-RC5-02	Concourse	160
104	Wimco Nagar	SWN-RC5-02	Concourse	30
105		SWN-RC5-03	Concourse	1130
106	Sir Thiyagaraya College	STC-RC5-01	Concourse	235
107		STC-RC5-02	Concourse	150
108		STC-RC5-03	Concourse	120
109		STC-RC5-04	Concourse	50
110	Tondiyarpeta	STR-RC5-01	Concourse	65
111		STR-RC5-02	Concourse	170
112		STR-RC5-03	Concourse	95
113		STR-RC5-04	Concourse	140
114		STR-RC5-05	Concourse	440
115		STR-RC5-06	Concourse	120
116		STR-RC5-07	Concourse	35

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over of the area shall be final. The actual area will be measured and variation of area may occur. However, the payment of license fees will be adjusted on pro rata basis as per the actual area allotted

**Note-2:** All Shops/ Office Spaces offered on license basis are on “*as is where is basis*”. On this area the selected bidders are expected to carry out all works, as needed for commercial use.

**Note-3:** All Shops/ Office Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-II. In addition, only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

**Note-4:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above Shops/ Office Spaces from the office of the CGM/P&BD, CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107., between 10:00 hrs to 17:00 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The plans are to be duly signed and uploaded along with the Bid.

**Note-5:** The Spaces which is in under construction stage in existing operational stations shall be handed over to Licensee as and when the construction work is completed

**LIST OF USAGES BANNED/ NEGATIVE LIST**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
3. Sale of open liquor and alcohol-based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Use of plastic bags/ Articles is prohibited.
6. Gas and Coal based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. ATM's / CDM's

**Rules and Guidelines for Release of Electric Power (Licensing of built-up bare shell Shops/ Office Spaces & bare Spaces at selected Elevated and UG Metro Stations along Corridor 1 & 2)**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of CMRL at stations. Availing power supply from outside agencies in CMRL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available CMRL power network, which is reliable having adequate redundancy. DG supply shall not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS/ Inverter at their cost if they so desire.
3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached at Annexure-III (A). However, if the Licensee requires to provide any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of CMRL.
4. CMRL provides power supply to Licensee on chargeable basis. For meeting the requirement following works shall be done:
  - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel. All cabling work to tap off the supply from low voltage switch gear room and to avail it within his premises shall be done by the bidder/licensee. Approval to the layouts/schemes/details shall be taken from CMRL O&M wing.
  - b) CMRL provides power supply and the actual consumption charges to be paid to CMRL based on rates prescribed by the TANGEDCO on time to time basis.
5. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS / LSZH cable in rigid GI conduit pipe (from source to nearest point) as per standard specifications.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of CMRL. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage,

compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

7. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in licensed premises in all respect.
8. During tenure of temporary power supply Rs.500/- per week per KW or part thereof shall be charged over and above applicable tariffs.

**Specification of Air Conditioner**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-32 / R410A suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

**General Technical Requirements**

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-32 / R410A with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)- 1983 (amendment 1 &2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish

preceded by undercoat of anticorrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.

6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
15. Outdoor units noise level to be within 70+/-5db at 1 meters distance.

16. Layout plan of locating outdoor and indoor AC units with interconnecting copper pipes to be submitted to CMRL for approval.
17. Proper barricading of Outdoor units should be provided so that it will not cause any inconvenience to commuters.
18. Responsibility of safeguarding indoor, outdoor units with copper refrigerant pipes lies with Licensee and CMRL is not responsible for any damage/ theft of the same.
19. The condensate drains from various indoor units to be properly interconnected to reach the station main drain such that it doesn't litter around station premises.
20. The Licensee to make good of the walls while breaking for any installation of copper/ drain pipes.
21. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
  - i. Suction line copper pipe of 0.70mm thickness.
  - ii. Liquid line copper pipe of 0.70mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
  - iv. Drain pipe (15mm dia flexible PVC pipe).
  - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
22. Installation: Location of ODU is to be finalized after approval from CMRL. The installation at site shall comprise the following work:
  - i. Mounting/Fitting indoor & outdoor units at the respective locations.
  - ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.



- iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
- v. Leak testing the entire system.
- vi. Charging Refrigerant gas in the unit.
- vii. Suitable electric wiring between indoor and outdoor, up to switch AT location of indoor unit. Switch/Socket/Plug is also included.

**SPECIFICATIONS FOR ELECTRICAL WORKS**

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of CMRL before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Underground station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at CMRL end.
3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However, in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For Underground stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS-6724.
5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from CMRL.
8. Specification for all materials / works must follow the standards, codes and specifications as used by CMRL in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of CMRL, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of CMRL.
9. In case, the Licensee draws power more than the sanctioned load, electricity

connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per TANGEDCO norms and removes excess load. On the subsequent occasion, CMRL reserves the rights to revoke the license and forfeited the interest free security deposit.

- 10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
- 11 Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
- 12 All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

### Fire Safety Requirements

**Built-up shops/spaces / bare Space:** This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-1

**Table -1**

Type & Specification: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i.e. 5Kg = 9 Liters)

Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-

	AREA	
Up to 10 sq. m.	Above 10 sq. m. and below 50 sq. m.	Above 50 sq. m. and below 100 sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

For Shops of area above 100 sq.m. and less than 250 sqm, fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

The existing shops up to an area of 250 sq.m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-1.

For bigger spaces, licensee is required to obtain details of recommended suppression and detection system from CMRL in the beginning.

For built-up Shop/Spaces at Underground metro stations:

1. In addition to fire Extinguishers at above shops, fire detection and sprinkler system will be required to be provided and always remains in healthy condition.
2. In case the internal finishing of licensed space has false ceiling or false floor, then detectors shall be provided both above and below false ceiling and also below false floor. The fire detection system will have to be integrated with the existing system, as per approval of CMRL.

3. In no case, the heat exhaust by licensee's equipments should not mix with CMRL system. Provision of heat exhaust should also provide by licensee themselves with prior approval of CMRL.

**Penalties**

Operation Wing of CMRL can impose a penalty which shall be intimated to the Licensee/ authorized representative of Licensee by the operation wing clearly mentioning the cause of action/nature/instance of default. One-week time shall be given to the Licensee to submit his reply to Operation wing. If Licensee does not submit his reply within one week or his reply is not satisfactory, Operation Wing shall intimate to the office of Finance to initiate action of levying penalty which shall be final and binding to the Licensee. The penalty at any occasion shall be imposed by the officer of rank Dy. HOD or above.

**Handing Over of Licensed Premises**

Date:

Site Admeasuring \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ Sqm, at.. Metro Station (site no./ Location of the site may be added).is handed over to the licensee, through Shri of M/s -----  
\_\_\_\_\_ office at on (date) ..... at (time), In the presence of  
-----Licensee hereby acknowledges the receipt and assumes all responsibility of the above described site, as provided in the license Agreement, from the date and time stated above.

Licensor

Licensee

**Taking Over Note**

Date: \_\_/\_\_/\_\_\_\_

Vacant possession of the Station Shop/Space BD code No. .... measuring  
.....\*.....=..... Square meter at ..... Metro Station is  
taken over by Station Manager/Station Controller on .....(Date) .....  
(Time) from the Licensee Through Sh./Smt./M/s ..... in the  
presence of Operation Wing, E&M Wing, Civil Wing representatives.

Licenser

Licensee