

CHENNAI METRO RAIL LIMITED



Draft License Agreement for Licensing of Kiosks Spaces at Selected Nine Elevated Metro Stations along Corridor-I & II of Phase-I

(BD/KS/DLA/03)

OCTOBER– 2016

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ARTICLE: 1

DRAFT LICENSE AGREEMENT

Agreement No _____ of Year _____

THIS AGREEMENT is executed on this _____ day of _____ 2016 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, Ponammallae 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. _____, having its registered office at and represented by _____ (PROPREITOR / 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

- a) 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 (RFP) from Bidders, successful bidder (called as Licensee) has been selected for assigning **Licensing rights of Kiosks Spaces at Selected Nine Elevated Metro Stations along Corridor I & II of Phase I, on “as is where is basis”**.
- b) CMRL has agreed to provide to the Licensee, commercial utilisation and Licensing Rights of Kiosks Spaces(pre identified by CMRL) on “as is where is basis”, herein after referred to as Kiosks Spaces, on payment of License Fee and other charges to

CMRL on the terms and conditions hereunder contained in this License Agreement.

- c) Licensee shall develop, manage, operate, and maintain, market 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 and addenda issued to the Bidders
- iv. Request for Proposal (RFP-KS-03) including the Draft License Agreement (DLA-KS-03)
- 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 Kiosks Spaces at selected Nine Elevated Metro Stations along Corridor I & II of Phase I as specified in Annexure-I. Licensee shall be responsible for manage, operate, maintain, market the Kiosks 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, and safety and security concerns.
- 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 of Nine Stations of Phase I in detail and fully understands and comprehends the technical requirements of the Kiosks Spaces. The Licensee also confirms full satisfaction as to the business viability of licensing the Kiosks Spaces inside 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 what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to CMRL under this License Agreement.

C. 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 include 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 “Kiosks 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 Kiosks 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 Kiosks Spaces rather LICENSEE shall be required to hand over the licensed Kiosks 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 submitted by the successful Bidder (Licensee) in response to the Bid Notice in

accordance with the provisions thereof.

- g) **“Bidder”** is the Bidder who is fulfilling the criteria laid down in Request for Proposal (RFP).
- h) **“EMD”** means the refundable amount to be submitted by the shortlisted Bidder (Bidder) along with RFP documents to CMRL.
- i) **“Kiosks Spaces”** means Kiosks 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.
- j) **“License”** means the permission granted by CMRL to the Selected Bidder for commercial activity (excluding banned list of usage of premises) inside Kiosks Spaces at specified locations at Metro Stations, for a license fee based on the terms and conditions of the License Agreement.
- k) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- l) **“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

GRANT OF LICENSE

3.1 Commencement of License fees will be 60 days from the date of handing over or from the start of first day of ROD whichever is later.

3.2 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 tenure of the license period shall be co-terminus with this license agreement.

3.3 It is proposed to give 20 sq mtrs area per Kiosk for Package I (Approximately) which are being offered for licensing rights as detailed in Annexure-1. The vacant Kiosks 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 Letter of Acceptance.

3.4 Measurement of actual area of Kiosks Spaces: Actual area of Kiosks Spaces shall be the area of 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.

- a) 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. In case of any differences, the determination of CMRL is final and binding.

TENURE OF LICENSE

3.5 Tenure of License Agreement shall be 7 (Seven) years from the date of Commencement of License Fees, unless otherwise terminated by CMRL or surrendered by the Licensee.

3.6 The tenure of License Agreement shall commence from the date of commencement of license fees as per clause 3.1 above. The License Period of the Kiosks Spaces handed

over subsequently shall be co-terminus with the Tenure of License Agreement irrespective of date of actual handing over.

- 3.7 The licensee shall have option to exit from the License Agreement only after an issue of six 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.
- 3.8 If the licensee exits the License Agreement before without giving six months prior notice to CMRL the interest free Security Deposit shall be forfeited by CMRL besides recovering other dues including License fee.
- 3.9 No partial surrender of Kiosks Spaces individual shop which has been handed over to the Licensee by CMRL shall be permissible during the currency of the License Agreement.
- 3.10 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.

LICENSE FEE

3.11 The license fee per Month per sq.m area of Kiosks 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) The rate applicable for Bare Space shall be 100% of the rate applicable for Kiosks Space as on that date if the bare space is used only for parking and utilities purpose.
- b) If the Licensee modifies the Kiosks 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.

3.12 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 time to time. Rs.250/ Sq Mtrs half yearly is payable as common area maintenance charges by the Licensee to Licensor, which will be escalated 7.5% on compounding basis after completion of every year of license period.

3.13 The license fee shall be paid to CMRL on half yearly basis in advance to CMRL by the 30 days of end of previous six months without expecting any specific demand notice from CMRL. This has also been illustrated below for better understanding of licensee –

- The Billing half yearly - 1st April - 30th September
- Period for the issue of invoice -- 1st February -- 15th February
- Last Date of payment of Dues to CMRL - 1st March

3.14 The account shall be regularly reconciled by CMRL on half yearly basis.

3.15 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.

3.16 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.

3.17 The license fees shall be increased by 7.5% on compounding basis after completion of every year of license period.

3.19 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 total 45days' notice period will be given to pay the outstanding license fee and other dues along with an interest of 24% (Twenty Four percent) per annum on compoundable half yearly 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-8 of the License Agreement. After such termination, CMRL shall forfeit Interest Free Security Deposit deposited 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

3.20 Licensee shall pay Interest Free Security Deposit to CMRL which is one year initial license fee for the due and faithful performance of its obligations set forth in this Agreement.

3.21 Interest free Security Deposit for Kiosks Spaces handed over subsequently shall be deposited by the licensee within 15 days of receipt of letter for taking over notice of CMRL.

3.22 The interest free Security Deposit shall be paid in the form of DD.

3.23 In case of successful completion of the full term of the License period i.e. 7 years from commencement date of License Agreement or after surrender of License agreement as per clause 3.7 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.

3.24 CMRL shall reserve the right for deduction of CMRL dues from Licensee's Interest Free 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 losses/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 or law enforcing agency or any person working on his behalf.
- d) Any other outstanding CMRL's dues as per License Agreement.

3.25 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

3.26 The property tax applicable, if any, on the property of CMRL shall be borne by CMRL (to be checked with Finance Department)

3.27 Service tax, as applicable time to time, shall be borne by Licensee.

3.28 All other 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 indemnifies CMRL from any claims that may arise from the statutory authorities in connection with this License.

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

ARTICLE: 4

MAINTENANCE AND OPERATION OF KIOSKS SPACES

4.1 Augmentation of Kiosks 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, fire protection system, telecommunication system, etc. of Kiosks area provided that :

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent CMDA Laws and specified guideline/ requirements of other competent authorities.
- b) 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.
- c) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.
- d) 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.
- e) Licensee has to get approval from Tamilnadu Fire Services for fire protection system plan to be provided in the retail spaces.
- f) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of his activities.
- g) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- h) 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.
- i) No material is stored or kept outside the site or in common area meant for movement of persons. 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.
 - j) 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 borne all risks& costs and consequences of this augmentation work in Kiosks 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.

4.2 Maintenance & Repairs:

- a) Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs to space comprising of Kiosks 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.

4.3 Operation of Kiosks 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, 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 Station Controller / Station Manager and the Licensee is required to take necessary permissions in this regard from the office of Station Controller / Station Manager 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. 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 Kiosks Spaces CMRL shall not take any responsibility.
 - k) Joint inspection of each Kiosks 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 encash 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 fine/ compensation @ Rs.500/- on the first occasion, Rs.2,000/- on the second occasion and Rs.3,000/- after second 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 Kiosks 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.

ARTICLE: 5

RIGHTS AND OBLIGATIONS

5.1 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, fire fighting, 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 Kiosks 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; The Licensee sole is the sole responsible for all the cases arising due to accident / death during execution of contract / completion of work.
- 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 Kiosks Spaces 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 Kiosks 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 Kiosks spaces to the authorized representatives of CMRL, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Kiosks Spaces, to inspect the Licensed Kiosks 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 Kiosks Spaces to CMRL upon Termination of the Agreement;

5.2 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 their employees and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed Kiosks Spaces as fully as if they were the acts or defaults of the Licensee, its agents or employees.

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

5.4 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 Kiosks Spaces/premises as a tenant/sub-tenant or otherwise.
- b)** The rights, which are set out in this Agreement is only having the license in relation to the finished premises.
- 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.

5.5 The Licensee shall not assign or alienate any of its rights or interest in this Agreement in favour of any company / person at any time and for any reasons whatsoever.

5.6 CMRL's Infrastructure Facilities

Licensee shall apply for electricity connection, Air-conditioning, other amenities/ proposals individually for all the licensed Kiosks 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.

b) Fire Protection System:

CMRL has obtained approval of from Tamilnadu Fire Services for existing integrated fire protection system for whole infrastructure of Station including area of licensed Kiosks Spaces.

Any augmentation to existing fire protection system, if required due to renovation of licensed Kiosks Spaces 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) 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.

d) Parking:

No separate space is been identified for retail users. Existing parking for commuters will be used by them.

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.

ARTICLE: 6

INDEMNITY AND INSURANCE

- 6.1 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, any other agreement entered into between the Licensee and end user.
- 6.2 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.
- 6.3 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/ sub-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.
- 6.4 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.
- 6.5 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.

- 6.6 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 Operations Wing of CMRL in accordance with CMRL's policies regulations prevalent at that time.
- 6.7 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.
- 6.8 The Licensee shall indemnify CMRL from any damage charges to be incurred if the licensed Kiosks Spaces are not been handed over to CMRL in good condition as required under this agreement.
- 6.9 The Licensee shall indemnify CMRL from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or CMRL employees or loss to CMRL property.
- 6.10 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.
- 6.11 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.
- 6.12 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 are 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: 7

FORCE MAJEURE

7.1 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.

7.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. 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.

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

ARTICLE: 8

BREACHES/ SURRENDER/ TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

8.1 No partial surrender of Kiosks 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.

8.2 The Licensee shall have option to surrender the license agreement hereby created provided that -

- a) There is no arrear pending with the Licensee on the date of issue of surrender notice.
- b) CMRL receives a six 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 Kiosks 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 Rs

after recovering/adjusting any outstanding amount on the part of Licensee.

8.3 If the licensee surrenders License Agreement without giving six 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

8.4 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. Any dilution in the equity stake of the JV/Consortium by the Licensee in the Seven years of the License Period.
 - iii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
 - 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 Kiosks 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

8.5 Provided that in the event of application of clauses 8.4 (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 remedies 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.

8.6 On operational ground or any other Administrative Exigencies: CMRL reserve the rights to terminate the License Agreement by giving six month advance notice in such exigency. The License agreement shall stand terminated and the Security Deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other

consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from CMRL premises within 30 days of issue of termination letter, failing which these belongings shall become property of CMRL. CMRL shall be free to use/dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.

8.7 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article-7.

Other Terms & Conditions:

8.8 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.

8.9 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 from interest free security Deposit.

8.10 If the Licensee fails to vacate the premises as per clause 8.9 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.

8.11 After vacating the premises, the Licensee shall submit a vacation certificate to CMRL 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.

8.12 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.

8.13 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 Kiosks Spaces.

8.14 CMRL's Right to Re-market the said Licensed Kiosks Spaces on Termination:

- a) CMRL shall have right to re-market the said Licensed Kiosks 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 Kiosks Spaces upon termination.

ARTICLE: 9

DISPUTE RESOLUTION

9.1 Arbitration

Any and all disputes or differences between LICENSOR / CMRL and the LICENSEE arising out of or in connection with the License shall, so far as it is possible, be settled amicably through consultation and negotiation in good faith undertaken under the general supervision and direction provided by the Managing Director of LICENSOR/ CMRL;

- a) If the negotiations undertaken pursuant to non-payment of License Fee or breach of contract, do not resolve the dispute to the reasonable satisfaction of Parties, within 45 (forty five) days then the dispute shall be submitted to final and binding arbitration at the request of either of the Parties upon written notice to that effect to the other Party.
- b) Such arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996, and shall be held at Chennai. All proceedings of such arbitration shall be in the English language;
- c) A Panel of Arbitrators will be nominated by Director of the LICENSOR / CMRL on receipt of such request from either party, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a Sole Arbitrator if the total value of the claim is upto Rs. 50 lakhs and to a panel of three Arbitrators, if total value of the claim is more than Rs. 50 Lakhs. LICENSOR /CMRL shall provide three Arbitrators which may also include officers of the LICENSOR not less than the rank of CGM, unconnected with the subject contract for the claims up to Rs. 50 Lakhs and a Panel of five Arbitrators which may also include officers of the LICENSOR not less than the rank of CGM, unconnected with the subject contract for claims of more than Rs. 50 lakhs. The LICENSEE shall not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the LICENSOR/CMRL. The LICENSEE shall have to choose the Arbitrator from this panel of three Arbitrators in case of Sole Arbitrator. In case of Three Arbitrators, the LICENSEE shall choose one Arbitrator and the LICENSOR shall choose one Arbitrator each from this panel of three Arbitrators and the two Arbitrators so chosen will choose the third presiding Arbitrator from this panel only”.
- d) Arbitration awards rendered shall be final and binding. The successful party may seek to enforce the award in an appropriate jurisdiction.

e) During the pendency of the arbitration, LICENSOR / CMRL and the LICENSEE shall perform their respective obligations in respect of the License.

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

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

ARTICLE: 10

REPRESENTATIONS AND WARRANTIES

10.1 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 Kiosks 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.

10.2 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.

10.3 CMRL covenants:

- a) CMRL 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) CMRL 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 Kiosks 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: 11

MISCELLANEOUS

- 11.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 7 (seven) years from the date of commencement of License Agreement on compounding basis.
- 11.2 Licensee shall comply with the laws of land including 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.
- 11.3 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, Employee's compensation Act, Minimum Wages Act, Shops & Establishment Act and other Labour Welfare Fund Act in respect of its personnel. The Licensee shall indemnify CMRL from any claims that may arise in connection with above.
- 11.4 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 Licensor'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.

11.5 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.

11.6 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 Kiosks Spaces.

11.7 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-

**“Chief General Manager, Operations Department,
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 Licensor.

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 Chief General Manager- Operation Department or by his duly authorized representative. All Notice shall be addressed as follows:

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.

.....-2016

.....- 2016()

FOR AND ON BEHALF OF
CHENNAI METRO RAIL LIMITED

Authorized Signatory
FOR AND ON BEHALF OF LICENSEE

Annexure-1

Details of Kiosks Spaces offered stations in Nine Elevated Metro Stations of Phase I for Licensing

Package-I: Food & Beverages

S.No	Station Name	Level	Code	Area (in Sq.m)/ Kiosk
1	CMBT	STREET	SCM-KS3-01	20
		STREET	SCM-KS3-02	
2	Ashok Nagar	STREET	SAN-KS3-01	
3	Ekkattuthangal	STREET	SSI-KS3-02	
4	St. Thomas Mount	STREET	SST-KS3-01	
		STREET	SST-KS3-02	
5	Little Mount	STREET	SLI-KS3-01	
		STREET	SLI-KS3-02	
6	Guindy	STREET	SGU-KS3-01	
		STREET	SGU-KS3-02	
7	Nanganallur Road	STREET	SOT-KS3-01	
		STREET	SOT-KS3-02	
8	Meenambakkam	STREET	SME-KS3-01	
		STREET	SME-KS3-02	
9	Chennai Airport	STREET	SCA-KS3-01	
		STREET	SCA-KS3-02	

Note-1: Areas indicated above are approximate. Actual area measured at the time of handing over of the area shall be final. If there is any variation in area the License Fees shall be charged for actual area handed over.

Note-2: All Kiosks Spaces offered on license basis are on “as is where is basis”.

Note-3: All Kiosks Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-II.

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 fire crackers, 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.

Rules and Guidelines for Release of Electric Power (at Nine Stations)

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 at Annexure-III (A).
 - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel. Internal distribution with metering arrangement to be done Licensee with approval from CMRL.
 - 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.
4. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
5. 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.
6. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
7. During tenure of temporary power supply Rs.100/- 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-22 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-22 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.

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.

CHENNAI METRO RAIL LIMITED



Request for Proposal for Licensing of Kiosks Spaces at selected Nine Metro Stations along Corridor-I &II of Phase-I

(BD/KS/RFP/03)

OCTOBER– 2016

Chennai Metro Rail Limited

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

Phone: 044 – 2379 2000 Fax: 044 – 2379 2200

Website: chennaietrorail.org

**Request for Proposal for Licensing of
Kiosks Spaces at Selected Nine Elevated Metro Stations
along
Corridor I &II of Phase 1**

Name and address of the Bidder to whom issued:

.....

.....

.....

.....

.....

Date of issue

Issued by

Cost of RFP document: Hard Copy: *Rs20,000/- (Rupees Twenty thousand only) inclusive of TNVAT*, Soft Copy: *Rs16,000/- (Rupees Sixteen thousand only) inclusive of TNVAT which is non-refundable*

DISCLAIMER

- I. This request for proposal (RFP Document) for “Licensing of Kiosks Spaces at Selected Nine Elevated Metro Stations along Corridor I & II of Phase I” contains brief information about the Kiosks Spaces, Qualification Requirements and the Selection process for the successful bidder. The purpose of the RFP document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information (‘Information’) contained in this RFP 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 RFP Documents and any other terms and conditions subject to which such information is provided.
- III. This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Kiosks Spaces at selected nine elevated metro stations of Phase I 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 RFP 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 RFP Document.
- IV. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the CMRL immediately by the Bidders. If CMRL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP document.
- V. Any character or requirement for the Kiosks Spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This RFP Document is not an agreement, offer or invitation by CMRL to any other party. The terms for development of Kiosks Spaces 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 set out herein.
- VII. 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 RFP Document.
- VIII. 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.

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CHAPTER 1

1 INTRODUCTION

1.0 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 45 km (Phase 1 of the Chennai Metro Rail Project).

1.1 Chennai Metro Phase 1 comprises of two corridors — Corridor 1 from Washermenpet to Airport covering a distance of 23.05 kilometers and the Corridor 2 from Central to St.Thomas Mount covering 22.50 kilometers. There will be 32 Station of which 19 will be underground and 13 will be elevated.

1.2 The Chennai Metro rail Phase 1 further divided into three stages for the project implementation purpose:

Stage 1 — From Koyambedu to St.Thomas Mount

Stage 1A – From Airport to Little Mount

Stage 2 — Underground package (From Saidapet to Washermenpet and From Central to Tirumangalam)

1.3 CMRL undertook the construction for MRTS and presently the Corridor-2 from Koyambedu to St.Thomas Mount and Corridor-I from Little Mount to Airport stations of Phase - I, is in operation. Remaining sections of Phase - 1 are in various stages of construction.

CHAPTER 2

2 NOTICE INVITING BID

2.1. 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 20 sq mtrs of area per KIOSK at locations in Street level as is available.

2.2. CMRL invites sealed Bids from suitable Bidders who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium, etc. for selection of a Licensee to grant Licensing Rights of Kiosks Spaces at selected Nine Elevated Metro Stations along Corridor I & II of Phase-I on “*as is where is basis*” for commercial activities except banned list of usages as detailed in Annexure-10.

- a. The RFP Bidder may be 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.
- b. Bid by a JV/Consortium of firms: In case of a Bid by a JV/Consortium of firms-
 - i. No change in the ownership shall be permitted during the 7 years of the License period.
 - ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - iii. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
 - v. The eligibility of all the members of JV/Consortium would be considered, in proportion of their share/ participation in the JV/Consortium.
- c. A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be

deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

- d. The Bidders shall enclose with its application an undertaking stating/ providing the Necessary supporting documents, including audited accounts and financial statements.

2.3. CMRL shall receive RFP Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by CMRL. RFP Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The RFP Bidders are advised to visit the CMRL premises at the station/site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

2.4. Salient features of Bidding Process:

- a. CMRL has adopted a single-stage two packets Bidding Process for selection of a successful bidder to grant Licensing Rights for the commercial activities inside Kiosks Spaces at selected Nine Elevated Metro Stations of Phase-I. The Bidder shall also submit with his Financial Bid an interest free EMD for **Rs. 9,00,000 (Rupees Nine Lakhs Only)**. The interest free EMD shall be in the form of a Demand Draft drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of “Chennai Metro Rail Limited” payable at Chennai. ***The RFP Application shall be summarily rejected if it is not accompanied with interest free EMD.*** The interest free EMD of the selected Bidder shall be adjusted against the Interest Free Security Deposit as per terms and conditions of the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. If the selected bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.
- b. Bidders are expected to carry out extensive survey of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.
- c. Schedule of Bidding Process

Sale of Tender Documents to Bidders	14.10.2016 to 15.11.2016 (on all working days between 10.00-17.00 hrs)
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Date of Pre Bid Meeting	26.10.2016 on 11:00 hrs at CMRL Office-Koyambedu Admin Building
Last Date of Receipt of Pre-Bid Queries	29.10.2016 up to 17:00 hrs
CMRL Reply to Pre-Bid Queries	05.11.2016
Date & Time of Submission of Sealed Bids	Latest by 15.00 hrs on 16.11.2016
Date & Time of Opening of Technical Bids	15.15hrs on 16.11.2016
Date & Time of Opening of Financial Bids	Shall be notified separately
Validity of Bids	180 days from bid submission date

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

Stage of Activity	Time Period
Payment of Advance half yearly License Fees and Interest Free Security Deposit to CMRL by Licensee.	Within 15 days of receipt of Letter of Acceptance
Date of Commencement of License Fees	60 days from Date of notice to Handing over/ taking over or from start of first day of ROD whichever is later
Signing of License Agreement	Within 30 days after issue of LOA and payment of due as per LOA
Licensed Period	Seven (7) years from the date of Commencement of License Fees

2.5 Request for Proposal Document (non-transferable) can be obtained from the O/o-General Manager (P&BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. . Cost of RFP Application Fees (Non-refundable) are Rs.

16,000/- (Rupees Sixteen Thousand only) including TNVAT for downloaded document and Rs. 20,000/- (Rupees Twenty Thousand only) is including TNVAT for purchased document. RFP Document cost shall be submitted in the form of Demand Draft drawn on any Indian Scheduled Bank in favour of “Chennai Metro Rail Limited” payable at Chennai.

RFP document can also be downloaded from CMRL’s website www.chennaiemtorail.org and may be submitted along with document cost at the time of submission of RFP bids.

RFP bids submitted without cost of RFP document by the bidders who have downloaded the RFP document from CMRL’s website, shall be out rightly rejected. Late/ delayed RFP bid received after the stipulated date and time of submission of RFP bid shall also be rejected out rightly. Pre Bid queries and any clarification with respect to tender can be forwarded to gmpd.cmrl@tn.gov.in

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

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

CHAPTER 3

3.0 ELIGIBILITY CRITERIA FOR RFP BIDDERS

3.1. The bidder shall be evaluated first for fulfilling eligibility criteria. In case of a JV/CONSORTIUM, the eligibility of all the members of JV/CONSORTIUM would be considered, in proportion of their share / participation in the JV/CONSORTIUM. In case of JV/CONSORTIUM, partners having less than 26% participation will be considered as non-substantial partner and will not be considered for evaluation which means that their eligibility will not be considered for evaluation of JV/CONSORTIUM.

3.2. To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously:

A) Bidder must have sum of Average Annual Turnover of Rs. 3,00,00,000/- (Rupees Three Crores only) in immediately preceding three completed financial years as on date of notice for invitation of Bid on CMRL website to become eligible for Bid.. Food related business bidder should have FSSAI or HACCP certificates.

If the Bidder had earlier entered into long term retail business which is currently under progress (as on date of notice for invitation of Bid on CMRL website), then each annual contract period of agreement completed successfully for such long term retail business shall constitute a separate agreement having completed successfully for the purpose of evaluating the above criteria.

While calculating the updated value of turnover, escalation of 5% per annum shall be considered for retail business in India and 2% for foreign based retail business. In case of a JV/CONSORTIUM subject to clause 3.1 above, the eligibility of all the members of JV/CONSORTIUM would be considered, in proportion of their share / participation in the JV/CONSORTIUM.

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

- a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.2 as per format given in Annexure-4.
- b) Audited financial statements including Gross Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years. 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.

- c) Food related business bidder should have FSSAI or HACCP certificates, to submit the same along with the tender document.
- d) Previous tenant records/ agreement.
- e) an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, duly initialed and stamped by the Authorized representative/ bidder.

3.4. 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 RFP document. The offer of Bidder who does not fulfill the Eligibility criteria shall be summarily rejected.

CHAPTER 4

4.0 TERMS AND CONDITIONS

4.1 Commencement of License fee will be 60 days from the date of notice to handing over/ takeover or from the start of first day of ROD whichever is later.

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 tenure of the license period shall be co-terminus with this license agreement.

4.3 It is proposed to give 20 sqm per Kiosk area for Package I (approximately) which are being offered for licensing rights. The vacant Kiosks 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.

4.4 The License Fee per Month per sqm area of Kiosks 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) The rate applicable for Bare Space shall be 100% of the rate applicable for Kiosks Space as on that date if the bare space is used only for parking and utilities purpose.

4.6 License Fees along with other dues shall be payable in advance by the Licensee to CMRL on half yearly basis before the 30 days of the end of previous term.

4.7 The License Agreement shall be executed within 30 days of issue of Letter of Acceptance.

4.8 Area of Kiosks Spaces specified in RFP document are approximate. 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 Kiosks Spaces and bare Spaces for which license fee shall be chargeable, shall worked out based on following criteria :

- a) Measurement of actual area of Kiosks Spaces: Actual area of Kiosks 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 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 Spaces: Actual area of bare Spaces shall be the area of clear Spaces available in open/ semi-covered Spaces.
- 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 and unequivocally agrees not to seek any claim compensation or any other consideration on this account.

4.9 Permissible Usage of Kiosks Spaces: Kiosks Spaces can be put for any activity except banned list of usage mentioned in Annexure-10 following the other terms and conditions of this Bid Document. Cooking with gas bank shall strictly not be allowed by CMRL and only Electrical cooking/ heating are permitted with prior written permission from CMRL.

4.10 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.

4.11 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.

4.12 Security Deposit: Licensee shall pay Interest Free Security Deposit to CMRL which is one year license fee of 1st year. The interest free Security Deposit shall be accepted in the form of Demand Draft drawn on any Indian Scheduled Bank in favour of "Chennai Metro Rail Limited" payable at Chennai.

4.13 Tenure of License Agreement:

- a. Licensing Rights of Kiosks Space shall be for a period of 7 (Seven) 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 six 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 6 months' notice, the interest free Security Deposit shall be forfeited by CMRL besides recovering other dues if any and Licensee shall not make any dispute or make any claims in this regard.
- d. No partial surrender of Kiosks Space individual shop shall be permissible.

4.14 The Licensee may be allowed for amalgamation of licensed Kiosks Spaces with the prior permission of CMRL. In this case, no damage to load bearing/ structural member and any service/utility shall be permitted.

4.15 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.

4.16 Subject to technical feasibility, common water and drainage point may be provided and from the same the Licensee should do the internal distribution network of the built up shop including sanitary facilities if necessary on technical feasibility and prior approval from CMRL. However commercial applicable charges will be collected by CMRL for supply of water and provision of drainage facilities as per norms.

4.17 Licensee can use the common staff toilet available in the CMRL metro stations.

4.18 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-11(A).

4.19 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.

4.20 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 etc., within the Licensed Space to be done by the Licensee.

Any augmentation to existing fire protection system, if required for licensed Kiosks Spaces as per norms of CMRL and Tamilnadu Fire Services, shall be done by the licensee at his own cost after obtaining necessary approval from CMRL as well as Tamilnadu Fire Services.

4.21 All statutory taxes, statutory dues, local levies, etc as applicable shall be charged extra and will 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.

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

4.23 Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne solely by Licensee.

4.24 Licensee has to pay Rs.250/ Sq mtrs half yearly as Common area maintenance charges to the Licensor. The same shall be escalated on compounding basis by 7.5% per annum.

CHAPTER 5

5.0 SUBMISSION AND EVALUATION OF BIDS BY BIDDERS

5.1. No Bidder shall submit more than one Bid for this RFP document.

5.2. Notwithstanding anything to the contrary contained in this RFP, 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.

5.3. The Bid should be furnished in the format at Annexure 2-6, clearly indicating the financial offer in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory.

5.4. **Bid Variable:** The bidder has to quote license fees more than the reserve price mentioned in both words as well as figures payable per month per sqm area of Kiosks Spaces which shall be increased by 7.5% on compounding basis after completion of every year from the handing over of vacant Kiosks Spaces. If there is a discrepancy between words and figures, the amount quoted in words shall prevail.

5.5. **Interest free EMD:** RFP Bidders have to deposit, along with its Bid, a refundable interest free EMD for **Rs. 9,00,000/- (Rupees Nine Lakhs Only)**. The Interest free EMD shall be payable in the form of a Demand Draft drawn on any Indian Scheduled Bank in favour of "Chennai Metro Rail Limited" payable at Chennai. 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 RFP Bid shall be summarily rejected if it is not accompanied by the Interest free EMD. If the selected bidder withdraws his bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.

5.6. The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorizing the signatory of the Bid to commit the Bidder.

5.7. The documents including this RFP and all attached documents, provided by CMRL shall remain or become the properties of CMRL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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.

5.8. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

5.9. 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.

5.10. Site visit and verification of information: Bidders are advised to submit their respective Bids after visiting CMRL Kiosks Spaces and ascertaining themselves the Kiosks Spaces conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/ Kiosks, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

5.11. It will be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents;
- b) received all relevant information from CMRL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of CMRL relating to any of the matters referred to in RFP document;
- d) satisfied itself about all matters, things and information hereinabove 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 bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of 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.

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

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

5.14. Amendment of RFP

- a) At any time prior to the Bid Due Date, CMRL may, for any reason, modify the RFP by the issuance of Addenda/ Corrigenda.
- b) Any Addendum/ Corrigendum issued hereunder shall be uploaded on CMRL website only.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, CMRL may, in its sole discretion, extend the Bid Due Date.

5.15. Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

- c) The Bidders who have down loaded the RFP Document from the CMRL's website, should carefully note the following instructions:
 - i. The Bidders should ensure that the complete RFP Document has been downloaded.
 - ii. The printout of RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on CMRL's website. The print should be legible and indelible.
 - iii. The downloaded RFP Documents should have tamperproof binding. Loose/spiral bound RFP Documents shall be rejected out-rightly.
 - iv. In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

5.16. The Bid shall contain following envelopes:

- a) Envelope -1, marked as "Envelope-1 for Interest free EMD Amount and RFP document cost", containing Interest free EMD Amount and RFP document cost, if the RFP document has been downloaded from CMRL's website, or copy of CMRL receipt of RFP document cost, if bid is purchased from CMRL office.
- b) Envelope-2 containing Technical Bid and marked as "Envelope-2 for Technical Bid". The technical bid shall contain Bidders Application as per format given in Annexure-2 along with the necessary documents required as per Annexure 3-5 and as specified in clause-3.1 above. Bidder shall also enclose Audited financial statements including Gross Annual Turnover from business, Balance Sheet, Profit Loss Account, etc. for the last three completed financial years i.e. for 2013-14, 2014-15 and 2015-16.
- c) Envelope-3 containing Financial Offer as per Annexure-6 and marked as "Envelope-3 for Financial Bid".
- d) Envelope -4: Copy of the Request for Proposal (RFP), Draft License Agreement, Addenda / Corrigenda , if any, duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

5.17. Sealing and Marking of Applications: Bidder shall submit the Application in the formats specified in Annexure-2 together with the documents specified above and seal it in an envelope and mark the envelope as “RFP Bid Document for Licensing Rights in CMRL Kiosks Spaces at selected Nine Elevated Metro Stations of Phase I Metro Stations.”

5.18. The above sealed envelopes are to be put in one big envelope and addressed to:

“General Manager (Planning and Business Development)”,

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai- 600 107”

5.19. Bid documents submitted by fax, telex, mail/post or e-mail shall not be entertained and shall be summarily rejected. Only detailed complete RFP document in a physical format and properly sealed envelopes, as mentioned above, received prior to Application Due Date and time shall be taken as valid. Bid documents received after the due date and time shall be summarily rejected. Applications received without due interest free EMD amount shall be summarily rejected.

5.20. **Bid Submission Date:** The Bid shall be submitted on or before due date and time at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.

5.21. CMRL shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. CMRL will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.

5.22. The sealed Financial Bid shall be kept in safe custody of CMRL and shall be opened on a subsequent date after evaluation of eligibility. Financial Bid of only those Bidders, whose submissions are found to fulfill the eligibility criteria as stipulated in chapter-3 above, shall be opened. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

5.23 To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.24 **Evaluation of Bid:** The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e., the rate of License Fee per month per sq.m quoted above the reserve price by the Bidder. The Technically Eligible Bidder, quoting the highest rate of License fee per sq.m per month, shall be the highest Bidder whose offer shall be evaluated and assessed by CMRL.

5.26. After evaluation of Bids, Letter of Acceptance (“LOA”) shall be issued, in duplicate, by CMRL to the Selected Bidder and the Selected Bidder shall, within 15 (Fifteen) days of the receipt of the LOA, sign 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.

5.27. Successful Bidder is required to deposit half yearly Advance Licensee Fee along with the required Interest Free Security Deposit within fifteen days (15) 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.

5.28. 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 RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

5.29. 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.

5.30. 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.

CHAPTER 6

6.0 MISCELLANEOUS

6.1 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.

6.2 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.

6.3 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.

6.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless

otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement

b) RFP Document;

i.e. the License Agreement shall prevail over RFP Document.

6.5 The Bidders who have down loaded the RFP Document from the CMRL's website should carefully note the following instructions:

a) The Bidders should ensure that the complete RFP Document has been downloaded.

b) The printout of RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on CMRL's website. The print should be legible and indelible.

c) The downloaded RFP Documents should have tamperproof binding. Loose/spiral bound RFP Documents shall be rejected out-rightly.

d) In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

Annexure-1

Details of Kiosks Spaces offered stations at selected Nine Elevated Metro Stations of Phase I for Licensing

Package-I: Food & Beverages

S.No	Station Name	Level	Code	Area (in Sq.m)/ Kiosk
1	CMBT	STREET	SCM-KS3-01	20
		STREET	SCM-KS3-02	
2	Ashok Nagar	STREET	SAN-KS3-01	
3	Ekkattuthangal	STREET	SSI-KS3-02	
4	St. Thomas Mount	STREET	STM-KS3-01	
		STREET	STM-KS3-02	
5	Little Mount	STREET	SLI-KS3-01	
		STREET	SLI-KS3-02	
6	Guindy	STREET	SGU-KS3-01	
		STREET	SGU-KS3-02	
7	Nanganallur Road	STREET	SOT-KS3-01	
		STREET	SOT-KS3-02	
8	Meenambakkam	STREET	SME-KS3-01	
		STREET	SME-KS3-02	
9	Chennai Airport	STREET	SAP-KS3-01	
		STREET	SAP-KS3-02	

Note-1: Areas indicated above are approximate. Actual area measured at the time of handing over of the area shall be final. If there is any variation in area the License Fees shall be charged for actual area handed over.

Note-2: All Kiosks Spaces offered on license basis are on “as is where is basis”.

Note-3: All Kiosks Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-10.

Note-4: Bidders who propose to download and use this Bid document are required to collect the location plans for the above Kiosks Spaces from the office of the GM/P&BD, CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107., between 1000 hrs to 1700 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 submitted along with the Bid

Letter Comprising the RFP Bid

(On Official letterhead of the Bidder)

No:

Dated:

General Manager/P & BD

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai – 600107.

Tamil Nadu

Sub: RFP bid for Licensing Rights of Kiosks Spaces at selected Nine Elevated Metro Stations along Corridor I &II of Phase I

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 Kiosks Spaces on fixed License Fees basis in selected Nine Elevated Metro Stations of Phase I. 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 RFP document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any 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 RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by me/us along with the Application in response to the RFP for the above subject were true and correct as on the date of making the RFP Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

12. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

13. 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.

14. 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.

15. I/ We have studied all the Bidding Documents carefully and also surveyed the CMRL Kiosks 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.

16. I/ We offer due Interest free EMD to CMRL in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

17. 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.

18. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, 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.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

20. 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.

21. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

22. The EMD DD(s) are being enclosed as per the following details:

S.No	EMDDD NO.	EMD DD DATED	EMD DETAILS	EMD AMOUNT

23. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the RFP

document from CMRL's website)

I / We declare that the submitted RFP documents are same as available on CMRL's website.

I / We have not made any modification / corrections / additions etc. in the RFP Documents. I

/ We have checked that no page is missing and all pages are legible and indelible. I / We

have properly bound the RFP Documents. In case at any stage, it is found that there is any

difference in the downloaded RFP Documents from the original RFP Documents available

at CMRL's website, CMRL shall have the absolute right to reject my/ our bid or terminate

the license agreement after issue of Letter of Acceptance, without any prejudice to take any

other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours

(Signature, name and designation of the Authorised signatory) Name and seal of Bidder/Lead Member

Date: Place:

General Information of the Bidder

1. (a) Name
- (b) Address of the corporate headquarters :
- (c) Address of its branch office(s) in India:
- 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
 - (h) Address
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 :

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signature

(Name of the Authorised Signatory)

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

Place:

Date:

Annexure-4

Certificate of Statutory Auditor with regard to Eligibility of the Bidder(On the Letterhead of the Statutory Auditor)

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) from the Business of alone in the last 3 completed financial years is Rs. - _____.

Year wise details of Gross Annual Turnover from the business of alone are as under:

Name of Bidder or member of JV/CONSORTIUM	Turnover		
	2013-14	2014-15	2015-16
Name of Bidder or member(1) of			
Name of Bidder or member(2) of			
Name of Bidder or member(3) of JV/CONSORTIUM			
TOTAL			

(i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the applicants.

(ii) Gross Annual Turnover from business of for each member of JV or CONSORTIUM shall be indicated separately without consideration of ratio of participation in the current tender.

Name & address of Applicant's Bankers:
Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to CMRL, representing us in all matters before CMRL, and generally dealing with CMRL in all matters in connection with our Bid.

We hereby agree to 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.

For

Accepted

_____ (Signature)

(Name, Title and Address) of the Attorney

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 30fulfillment(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 of Resolution passed for this purpose only in case of company.

A. Financial Proposal Submission Form (Cover 3)

Date

To

The General Manager (P & BD).

Chennai Metro Rail Limited (CMRL)

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai – 600107.

Dear Sirs:

We, the undersigned, pleased to provide our financial proposal for RFP for Licensing of Kiosks Space for Package I at selected Nine Elevated Metro Stations along Corridor No. 1 & 2:

In accordance with your Invitation for tender dated [Insert Date] and our Technical Proposal, our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of all the taxes, cess duties and levies and detailed breakup is given below

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Authorised Signatory: _____

Name of Firm/ Agency: _____

Address:

Bid Form

(To be submitted by the Bidder on his Letterhead)

Name of the Bid: Bid for Licensing of Kiosks Space at selected Nine Elevated Metro Stations of Phase I for package I_____.

Period of License: Seven (7) years.

I/ We hereby submit our Financial Bid for the captioned Bid. If the License is awarded to me/us, I/ we agree to make the following payments to CMRL as per terms and conditions set forth in the Request for Proposal (RFP) Document.

Sl.No	Package	Description	Total Area (in Sqm) Y	Reserve Price (per sqm. Per month)	Licensee Fee (per sqm. Per month) INR (both in figures and words) Z	Total License fees per month (both in figures and words) Y x Z
1	I	Food & Beverages	320	2,650		

**License fee for every year shall be in increase of 7.5% of the previous year license fee.*

Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at Chennai on this _____ day of _____, 2016.

BETWEEN

Mr. _____ R/o ORM/s. _____, a Company incorporated under the Companies Act, 1956 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 ORM/s _____, a Company incorporated under the Companies Act, 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 ORM/s _____, a Company incorporated under the Companies Act, 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 Kiosks Spaces& bare Spaces at selected Nine Elevated Metro Stations of Phase I stations" 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 Kiosks Spaces& bare Spaces at selected Nine Elevated Metro Stations of Phase I" 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 "Kiosks Spaces& bare Spaces". "Kiosks Spaces& bare Spaces" 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 Kiosks Space at selected Nine Elevated Metro Stations of Phase I".
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 shall have per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.

(ii) The Participant Member 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 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 THESE PRESENTS 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.

Affidavit

(To be given separately by each consortium member of the Bidder 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 authorised signatory of.(insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) Request For Proposal (‘RFP’) for licensing of Kiosks Spaces (hereinafter referred to as “Kiosks Spaces”) in selected Nine Elevated Metro Stations of Phase I stations 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 RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at _____ (place), on this the _____ day of 2016.

DEPONENT

Undertaking for Responsibility

On Rs. 100/- stamp paper duly notarized.

as a lead member of the consortium of ____ companies – namely (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with CMRL in respect of Licensing of Kiosks 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 Kiosks Spaces at selected Nine Elevated Metro Stations with CMRL.
2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc to CMRL.
3. That, we further confirm that, the stake holding of lead member-(Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the 7 (Seven) years license period.
4. We also confirm that our consortium was made on Dt.,_____ for seeking, licensing rights of CMRL Kiosks Spaces at selected Nine Elevated Metro Stations and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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 fire crackers, 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 are prohibited.
6. Coal/ Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.

Rules and Guidelines for Release of Electric Power (in selected Nine Elevated Metro Stations of Phase I)

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 at Annexure-11 (A).
 - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel. Internal distribution with metering arrangement to be done Licensee with prior approval from CMRL.
 - 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.
4. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
5. 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.
6. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
7. During tenure of temporary power supply Rs.100/- 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-22 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-22 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 anti-corrosive 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.
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 6.0 Mtrs, 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.

PLANS OF KIOSKS SPACES

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 Kiosks Spaces and bare Spaces from the office of the General Manager (P & BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, between 1000 hrs to 1700 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 submitted along with Bid.