



Bid for Licensing of Semi-Naming Rights in 25 CMRL Metro Stations of Corridor I & II of Phase 1

CMRL/BD/SNR/2018/490/02

February 2019

Chennai Metro Rail Limited

Admin Building, CMRL Depot
Poonamallee High Road, Koyambedu, Chennai
Tamil Nadu- 600 107 India
Phone: 044 – 2379 2000
Website: chennametrorail.org.

DISCLAIMER

- a) This tender is an invitation by CMRL to the Bidders for participation in the bidding process for selection of Licensee. This tender document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by CMRL. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- b) Information provided in this Tender document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CMRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- c) CMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document. CMRL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise arising in any way for participation in this Bid Stage.
- d) The issue of this Tender document does not imply that CMRL is bound to select a Bidder for the Semi-Naming Rights and CMRL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.
- e) 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.

CONTENTS

Items	Description	Page No
Tender Name & Number		1
Disclaimer		2
Contents		3
Chapter No.1	Definitions	6
Chapter No.2	Notice inviting Tender	8
Chapter No.3	Eligibility Criteria	13
Chapter No.4	Instructions to Tenderers	18
Chapter No.5	Scope of Semi-Naming Rights	19
Chapter No.6	General Terms for Semi-Naming Rights in CMRL Metro Stations	24
Chapter No.7	Submission of Bids by Bidders	28
Chapter No.8	Evaluation of Bids	36
Chapter No.9	Tenure of License Agreement	39
Chapter No.10	Fraud and Corrupt Practices	40
Chapter No.11	Miscellaneous	42
Tender Annexure		
Annexure-1	Proposed station list for Semi-Naming Rights	43
Annexure-2	Letter Comprising the Bid	45
Annexure-3	General Information of the Bidder	49
Annexure-4	Format of Certificate of Statuary Auditor for Eligibility	50
Annexure-5	Power of Attorney of Bidder	51
Annexure-6	Financial Bid Form	52
Annexure-7	Consortium Agreement/ Memorandum of Understanding	55
Annexure-8	Affidavit	59
Annexure-9	Undertaking of Responsibility	61
Annexure-10	Negative List of Semi-Naming Rights	62
Annexure-11	Undertaking for Downloaded Tender document	63

Annexure-12	Undertaking for not being banned for business by any Govt. Organization / PSU / etc	64
Annexure-13	Draft License Agreement	65

CHAPTER: 1

1. Definitions

- a) “**Advertising Tax**” means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- b) “**Agreement**” means the License Agreement to be executed between CMRL and the selected bidder.
- c) “**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.
- 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), etc. which is submitting its bid pursuant to Tender Documents.
- e) “**Bid Security**” means the refundable amount to be submitted by the Bidder along with Tender documents to CMRL
- f) “**CMRL**” mean Chennai Metro Rail Limited.
- g) “**Commencement Date**” means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in Tender document.
- h) “**License**” means the Semi-Naming Rights granted by CMRL to the Licensee at Metro Station under terms and conditions of the License Agreement.
- i) “**Licensee**” means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.
- j) “**License Fee**” means the amount payable by the Licensee to CMRL as per terms and conditions of the License Agreement.
- k) “**License Period**” means a period of 3 years subsequent to expiry of fitment period after handing over of the station.
- l) “**Interest Free Security Deposit**” means interest free amount to be deposited by the Licensee with CMRL as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- m) “**Non-responsive**” means failure to furnish complete information in a given format

and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.

- n) **“Selected Bidder”** means the bidder who has been selected by CMRL, pursuant to the bidding process for award of License.
- o) **“Semi-Naming Rights”** mean the right assigned to the Licensee to only suffix or prefix brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.

CHAPTER: 2

2. NOTICE INVITING TENDER

- 2.1 Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) completed the Phase I with loan assistance from Japan International Co-operation Agency (JICA). The total length is 45 km (Phase 1 of the Chennai Metro Rail Project).
- 2.2 Chennai Metro Phase I 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 22.00 kilometers. There will be 32 stations of which 19 will be underground and 13 will be elevated.
- 2.3 Phase-I of the Corridor-2 from Chennai Central to St. Thomas Mount and Corridor-1 from Washermenpet to Airport stations of Phase - I, is in operation.
- 2.4 CMRL invites E-tenders on single stage two packet system (Technical and Financial) from suitable Bidders who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under the company act 1956/2013, or a combination of above in the form of Joint Venture (JV)/consortium for selection of Licensee for granting the license for Semi-Naming Rights in 25 CMRL Metro Stations. CMRL shall receive E-Bids pursuant to this Tender document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by CMRL. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the CMRL premises at the respective stations / site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 2.5 Tender Document (non-transferable) can be downloaded from the website www.chennaietrorail.org. Cost of Tender document (non-transferable & Non-Refundable) is Rs. 32,000/- (Rupees Thirty Two Thousand only) including GST. The payment shall be paid in the form of demand draft in favour of “Chennai Metro Rail Limited.”, payable at Chennai or online transaction through NEFT/RTGS to CMRL Bank Account as a document cost. However, bid document cost amounting to **Rs. 32,000/- (Rupees Thirty Two Thousand only)** shall only be payable irrespective of whether the bidder submits the bid for one or more station. The details of bank account

of CMRL for payment of bid security are mentioned in clause 2.9 of NIT. The UTR number is required to be filled and same need to be signed and submitted along with technical bid. The Bid shall be summarily rejected if it is not accompanied *with valid Tender document cost of appropriate amount* and no technical evaluation will be undertaken. Further the bid will not be eligible for financial opening.

2.6 The Bidder shall submit his Technical and Financial Bid along with bid document cost and the interest free EMD (Bid Security) amount. The bidder shall specifically quote the name of the station / stations for which the bidder is submitting the bid document. The payment shall be paid in the form of demand draft in favour of “Chennai Metro Rail Limited.”, payable at Chennai or online transaction through NEFT/RTGS to CMRL Bank Account as a bid security. The details of bank account of CMRL for payment of bid security are mentioned in clause 2.9 of NIT. **No interest is payable for the EMD amount. The Tender 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. The station-wise details of each station/location offered for Semi-Naming Rights along with the required EMD/Bid Security for is as follows:

Sl. No	Metro Station Name	Line & Corridor	BD Station Code	EMD in Rs
1	Washermenpet Metro	Blue Line & I	SWA-SNR-01	1,60,000
2	Mannadi	Blue Line & I	SMA-SNR-01	1,60,000
3	High Court	Blue Line & I	SHC-SNR-01	1,60,000
4	Government Estate	Blue Line & I	SGE-SNR-01	1,60,000
5	LIC	Blue Line & I	SLI-SNR-01	3,20,000
6	AG-DMS	Blue Line & I	SAG-SNR-01	2,40,000
7	Saidapet Metro	Blue Line & I	SSA-SNR-01	1,60,000

8	Little Mount	Blue Line & I	SLM-SNR-01	2,40,000
9	Guindy Metro	Blue Line & I	SGU-SNR-01	3,20,000
10	Nanganallur Road	Blue Line & I	SOT-SNR-01	2,40,000
11	Meenambakkam Metro	Blue Line & I	SME-SNR-01	2,40,000
12	Nehru Park	Green Line & II	SNR-SNR-01	2,40,000
13	Kilpauk Medical College	Green Line & II	SKM-SNR-01	2,40,000
14	Pachaippa's College	Green Line & II	SPC-SNR-01	1,60,000
15	Shenoy Nagar	Green Line & II	SSN-SNR-01	1,60,000
16	Anna Nagar East	Green Line & II	SAE-SNR-01	2,40,000
17	Anna Nagar Tower	Green Line & II	SAT-SNR-01	2,40,000
18	Thirumangalam	Green Line & II	STI-SNR-01	3,20,000
19	Koyambedu	Green Line & II	SKO-SNR-01	3,20,000
20	Arumbakkam	Green Line & II	SAR-SNR-01	2,40,000
21	Vadapalani	Green Line & II	SVA-SNR-01	3,20,000
22	Ashok Nagar	Green Line & II	SAN-SNR-01	3,20,000
23	Ekkattuthangal	Green Line & II	SSI-SNR-01	3,20,000
24	Alandur	Blue and Green Line & I and II	SAL-SNR-01	3,20,000
25	St. Thomas Mount Metro	Green Line & II	SMM-SNR-01	2,40,000

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

2.7 Schedule of Bidding Process

Sale of Tender Documents to Bidders	From XX/XX/XXXX to XX/XX/XXXX (upto XX. XX hrs)
Date of Pre Bid Meeting	XX/XX/XXXX on XX: XX hrs at CMRL Office- Admin Building, CMRL Depot, Koyambedu, Chennai -107.
Last Date of Receipt of Pre-Bid Queries	XX/XX/XXXX up to XX: XX hrs by letter or can be e-mailed to gmpd.cmrl@tn.gov.in / cgmpbd@cmrl.in
CMRL Reply to Pre-Bid Queries	XX/XX/XXXX.
Time of Submission of Bid at e-portal	From XX/XX/XXXX (XX:XX hrs) to XX/XX/XXXX (till XX:XX hrs)
Date & Time of Opening of Technical Bids	XX. XX hrs on XX/XX/XXXX
Date & Time of Opening of Financial Bids	Shall be notified separately
Validity of Bids	Up to 180 days from the last date of submission of tender

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

Stage of Activity	Time Period
Payment of License Fee as per schedule given in Tender document and Interest Free Security Deposit to CMRL by Licensee.	Within 30 days of issue of Letter of Acceptance
Stations to be handed over to Selected Bidder	Within 7 days of making the due payments in accordance with LOA.
Signing of License Agreement	Within 30 days after receipt of LOA and payment of due as per LOA

2.9 CMRL's authorized bank name and account No. to payments to be made-

Canara Bank,

Account No: 0416214000030

Chennai Teynampet Branch

IFSC Code: CNRB0000416

Chennai-18, Tamil Nadu.

- 2.10 Addendum/Corrigendum, if any, will be placed on www.chennaietrorail.org time to time. Tender document can be downloaded from the CMRL website www.chennaietrorail.org and submitted along with document cost at the time of submission of application. *Late/ delayed Tender document received after the stipulated date and time of submission of tender document shall be rejected out rightly.*
- 2.11 CMRL reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the CMRL for rejection of their bids.
- 2.12 The bidders are advised to keep in touch with CMRL website www.chennaietrorail.org/Business_development/Semi-Naming_Walk-in_basis_scheme.aspx for updates.
- 2.13 Bidders are expected to carry out extensive survey of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.14 Application submissions will be made mandatory documents towards cost of tender documents and towards Tender Security such as scanned copy of RTGS/NEFT or DD in original and other documents as stated in the tender document.
- 2.15 In case of any grievances/complaints regarding this tender, please contact:

Chief General Manager/ P & BD

Admin Building, CMRL Depot,

Poonammallae High Road, Koyambedu,

Chennai – 600 107

CHAPTER 3

3.0 Eligibility Criteria for Bidders:-

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

b. In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A's total turnover and 30% of 'B's total turnover will be taken into consideration for evaluation of eligibility of the JV).
- (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- (iii) Any change in percentage stake of JV/Consortium members without prior written approval of CMRL shall be treated as Material Breach of Contract and Licensee's Event of Default entitling CMRL to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.
- (iv) Minimum percentage stake of any member in JV/Consortium during license period shall not be less than 15%.
- (v) 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.
- (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.

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

i) Bidders shall have a minimum average annual turnover as following:

Sl. No	Name of Metro Station	Line & Corridor	BD Station Code	Turnover in Rs
1	Washermenpet Metro	Blue Line & I	SWA-SNR-01	50 Lakhs
2	Mannadi	Blue Line & I	SMA-SNR-01	50 Lakhs
3	High Court	Blue Line & I	SHC-SNR-01	50 Lakhs
4	Government Estate	Blue Line & I	SGE-SNR-01	50 Lakhs
5	LIC	Blue Line & I	SLI-SNR-01	95 Lakhs
6	AG-DMS	Blue Line & I	SAG-SNR-01	75 Lakhs
7	Saidapet Metro	Blue Line & I	SSA-SNR-01	50 Lakhs
8	Little Mount	Blue Line & I	SLM-SNR-01	75 Lakhs
9	GuindyMetro	Blue Line & I	SGU-SNR-01	95 Lakhs
10	Nanganallur Road	Blue Line & I	SOT-SNR-01	75 Lakhs
11	Meenambakkam Metro	Blue Line & I	SME-SNR-01	75 Lakhs
12	Nehru Park	Green Line & II	SNR-SNR-01	75 Lakhs
13	Kilpauk Medical College	Green Line & II	SKM-SNR-01	75 Lakhs
14	Pachaippa's College	Green Line & II	SPC-SNR-01	50 Lakhs
15	Shenoy Nagar	Green Line & II	SSN-SNR-01	50 Lakhs
16	Anna Nagar East	Green Line & II	SAE-SNR-01	75 Lakhs
17	Anna Nagar Tower	Green Line & II	SAT-SNR-01	75 Lakhs
18	Thirumangalam	Green Line & II	STI-SNR-01	95 Lakhs
19	Koyambedu	Green Line & II	SKO-SNR-01	95 Lakhs
20	Arumbakkam	Green Line & II	SAR-SNR-01	75 Lakhs
21	Vadapalani	Green Line & II	SVA-SNR-01	95 Lakhs

22	Ashok Nagar	Green Line & II	SAN-SNR-01	95 Lakhs
23	Ekkattuthangal	Green Line & II	SSI-SNR-01	95 Lakhs
24	Alandur	Blue and Green Line & I and II	SAL-SNR-01	95 Lakhs
25	St. Thomas Mount Metro	Green Line & II	SMM-SNR-01	75 Lakhs

ii) **TURNOVER:** It is certified that the average annual turnover for the last Three (3) years is INR-----/- (Rupees ----- only) as on 31st March 2019, as per the last three audited financial accounts. Bidder certifies that he/she/they, is/are participating in the following BD Station code(s) -----.

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

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

Example

The eligible are follows:

If Bidder participates in two stations namely Mannadi (SMA-SNR-01) and Little Mount (SLM-SNR-01). SMA-SNR-01 has = Sl. No 2 (50 Lakhs) and SLM-SNR-01 has =Sl. No 8 (75 Lakhs)

The turnover of Bidder shall be = Sl. No 2+ Sl. No 8

$$=50 \text{ Lakhs} + 75 \text{ Lakhs} = 125 \text{ Lakhs}$$

The minimum average annual turnover of a Bidder should Rs.1,25,00,000/- (Rupees One Crore and Twenty Five Lakhs only) for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2016-17

v) The bidder is required to submit the last 3 (three) audited financial statements certified by a Chartered Accountant with stamp & signature. The last three FY shall be 2016-17, 2017-18 & 2018-19. Here, turnover shall mean turnover from all/single (as applicable) sector(s) of business (es). The bidder shall submit audited financial statements including profit-loss account of last 3 financial years as indicated above.

vi) In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from chartered accountant certifying that 'The balance sheet for 2018-2019 has actually not been audited so far'. In such a case the financial data audited of financial year 2015-2016 may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years (other than the last financial year) are not submitted, the bid shall be considered as non-responsive and shall not be evaluated. 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 3.1 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 [i.e. 2016-17, 2017-18 & 2018-19]. 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) An undertaking stating/ providing the necessary supporting documents, including audited accounts and financial statements.

3.4 The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if the constituent of one Bid is also a constituent of another Bid.

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

- (i) CMRL / any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Annexure 12 of Tender Document.**
- (ii) Also no contract of the tendered executed in either individually or as a member in a JV/Consortium, should have been rescinded/ terminated by CMRL after award during last 03 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Annexure 12 of Tender Document.**

CHAPTER: 4

4. Deleted

CHAPTER: 5

5. Scope of Semi-Naming Rights in 25 CMRL Metro Stations

5.1 Stations Available for Semi-Naming Rights activities in CMRL Network:

The following metro Stations are proposed to be licensed by CMRL for Semi-Naming activities as per scope detailed below.

Sl. No	Metro Station Name	Line & Corridor	Scope offered
1	Washerment Metro to Meenambakkam Metro	Blue Line & Corridor I	<ul style="list-style-type: none">• Prefix or Suffix of brand name,• inside/outside colouring of station in brand color,
2	Central Metro to St. Thomas Mount Metro	Green Line & Corridor II	<ul style="list-style-type: none">• Permit to Install the Logo the brand in Entries & Exits of the stations,• Promotional Space for Kiosk/Stall/Canopy of 10 sq.m each station.• Landscaping in space available metro stations(optional)

The stations would be handed over for Semi-Naming activities on “**as is where is basis**”. Prefix or Suffix of the brand name can be done with the existing name of the metro station.

Scope of Semi-Naming Rights of selected metro station & Conditions for Bidders

5.1.1 The selected Bidder shall be permitted to undertake and have Semi-Naming activities at the selected Metro stations(s) as per scope detailed in the above table. The Licensee shall/can suffix or prefix the specified brand name with the Name of the metro station i.e. the selected station can be named as “[XYZ [Brand Name] or [Brand Name [XYZ]”]; whereas XYZ is the name of the selected metro station. The brand name shall preferably be not more than two words. Individual names of any person or Political party or religious entity or of similar background shall not be permitted. Any such composite brand name may include the Semi-Naming Partner’s Name in conjunction with other words, subject to prior written approval of CMRL. The prefixing and suffixing is to be done with a separate font/color/size as distinct

from the CMRL signage at the said station.

5.1.2 The brands name associated with following products and services will not be considered for semi naming rights:

- a) The Semi-Naming should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Semi-Naming should also not promote liquor/alcohol based drinks or Drugs/Cigarette/tobacco/Pan Masala related products.
- c) Products/services propagating racial, caste, community or ethnic differences
- d) Products/services having sexual overtone
- e) Weapons and related items (such as firearms, firearm parts and magazines, Ammunition, explosives items etc.)
- f) Lottery tickets, sweepstakes entries and slot machines and related products
- g) List of negative products/services
- h) Products/services related to animal cruelty
- i) The use of CMRL name, logo or title without prior written permission is strictly prohibited
- j) Promotes or opposes a political party, or promotes or opposes any ballot referendum or the election of any candidate or group of candidates for Central, State, Judicial, or Local government offices.

5.1.2 The following activities shall be permitted as a part of Semi-Naming Rights activities at the above metro station:

- a) Semi-Naming Rights Entries & Exits of the stations / coloring of Station Building in Brands color by painting or affixing a 3 M vinyl pasting or equivalent,
- b) Refurbishment of station exterior and interior in Brands colour scheme besides the Brands name (suffixed or prefixed) with station name, after prior approval from CMRL.
- c) Landscaping on CMRL station to give aesthetic and pleasing appearance. Landscaping is optional only. There is no scope of commercial advertisements in Landscaping area. However, Signage mentioning the “Brand Name” may

be permitted at landscaping, subject to size & location of signage determined by CMRL, which will be final and binding.

- d) carry out painting of station, both inside as well as outside, in the Brand's color.
- e) Permit to install the Logo the brand in Entries & Exits of the stations. The successful bidder would have to prepare and submit the brand Logo plans to CMRL for prior approval. The size of the Logo determined by CMRL/Design wing will be final and binding.
- f) Promotional Space for Kiosk/Stall/Canopy of 10 sq.m each station. Licensee / Applicant shall operate the Kiosk space depending upon the semi-named brand in licensed station to promote/vend/sell/deliver their own products only. Packed Food and Beverage shall only be allowed. The licensee for the bare space shall be co-terminus with the main agreement for Semi-naming rights, or earlier termination of the main agreement.
- g) Audio advertisement in any form is not permitted and there will be no change in CMRL's station announcement/train announcement/notification/inside train name/or any other document due to Semi-Naming of the station. The maps displayed in station or on website will not have brand name attached to station name and any outside the purview of this contract of the selected bidder.

5.1.3 The licensee shall be entitled, at his own cost, to prepare a scheme for Semi-Naming Rights and undertake the theme, design, layout, color scheme of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the said Station for the promotion of its brand, subject to prior written approval of CMRL. The plan should be in tune with and not disturb the aesthetics/look of the station.

The Semi-Naming display plan hence prepared must be in compliance to technical parameters of Tamilnadu Outdoor advertisement policy/any other relevant state policy/Directives given by Hon'ble courts, or any other prevailing policy and wherever/as applicable.

5.1.4 During the currency of the license period, in case of a change in marketing strategy by the licensee, the licensee may be permitted to change the brand name at the station, logo at its own cost after prior written approval from CMRL.

However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least

six months. The replacement of corresponding signage's and the entire cost of replacement shall be borne by the Licensee.

5.1.5 The Licensee shall have rights and obligations to perform as specified below:

- a) Preparation of Semi-Naming plan which must clearly earmark exact locations. CMRL shall consider the said plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by CMRL, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from CMRL by Licensee.
- b) Obtain all approvals, permits, etc. wherever required from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- c) Comply with all statutory requirements in connection with License Agreement.
- d) Ensure regular and timely payments of all amounts due to CMRL and discharge all obligations as per License Agreement.
- e) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- f) Licensee shall bear all the applicable taxes including Goods & service tax (GST) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- g) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Semi-Naming, products etc. While CMRL shall provide security at station, CMRL shall not be responsible for any vandalism, theft or damage to any of the licensees Semi-Naming products or any other such thing which may be put up by Licensee on the station. The Licensee shall ensure that Station buildings including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of Semi-Naming, products/signage etc. shall be done after taking prior written permission of CMRL.
- h) The Licensee will not ask for any claim or seek any compensation from CMRL if Semi-Naming activities are not permitted due to court order/local laws/civil authorities, other government departments etc. Licensee unequivocally agrees to pay the License fees till such time the display/signages/painting/ panels are not removed during pendency of the contract.

- i) All works, repairs, maintenance in inside metro station are to be done in the non-revenue hours.
- 5.2 The Semi-Naming and coloring spaces will be available on **“as is where is basis”**.
- 5.3 **Exception to Semi-Naming Rights in 25 CMRL stations:**
- a) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, CMRL staff etc.
 - b) CMRL may install/create any new inventory, Advertisement panels, etc. for its partners / Licensee’s including in painted area.
 - c) CMRL may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.

CHAPTER: 6

6 General Terms for Semi-Naming Rights

- 6.1 Metro Station(s) shall be handed over for Semi-Naming Rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence immediately after rent free fitment period of 90 days from the date of handing over of the respective station, subsequent to issue of Letter of Acceptance.
- 6.2 CMRL reserves its right to withdraw a few stations, all 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.
- 6.3 The bidder to quote equal to the reserved price and the License Fee per Annum per station for semi-Naming Rights shall be as quoted by the Licensee in Bid Form in Annexure-6.
- 6.4 License Fees along with other dues shall be payable in advance by the Licensee to CMRL on quarterly basis before the 7 days of the end of previous quarter. The License Fee shall be escalated by 5% on completion of every year from the date of the handover of first Semi-Naming station(s), on compounding basis.
- 6.5 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.
- 6.6 GST at applicable rates (presently @ 18%) shall also be paid by the licensee to CMRL along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.
- 6.7 The utility charges including consumption of electricity, etc. if applicable, shall also be payable by licensee to CMRL in addition to above in accordance with terms & conditions of the agreement. Till the time CMRL is not able to provide the electricity to the licensee during the stage of construction/fabrication/finishing of the station

before start of commercial service, the licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, for fabrication and other works. CMRL shall facilitate for the same.

6.8 The licensee shall preferably make payment of the license fee and other dues to CMRL by E-Mode i.e RTGS/NEFT for credit of the designated account of CMRL after obtaining prior approval of CMRL and complying with the laid down procedure in this regard.

6.9 On completion/ termination of License Agreement, the Licensee shall handover the premises in as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. which are integral part of the development plan of the premises. However, the Licensee can remove movable assets without causing damage to the structure.

6.10 Interest free Security Deposit:

6.10.1 The Licensee shall pay Interest Free Security Deposit to CMRL in advance equivalent to the amount of Annual (12 months) License Fee of 1st year for each of the stations handed over. The interest free Security Deposit shall be accepted in the form of Bank Guarantee (BG) or Demand draft drawn on Scheduled Commercial Bank included in the 2nd schedule of RBI Act in 1934 in favour of “Chennai Metro Rail Limited” payable at Chennai.

6.10.2 Interest Free Security Deposit will be refunded after successful completion of the full term of the License period i.e. 3 years from commencement date of License Agreement or in case of surrender of license as per the provisions of clause 6.11 as given below, without consideration of any interest, after adjusting any dues payable to CMRL and after final settlement, after completion of agreement.

6.11 Surrender of Contract Agreement:

- a) The Licensee shall have option to exit from the License Agreement. For this, the licensee shall give 180 days prior intimation to CMRL. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other

contracts of licensee in CMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else CMRL will seize their property treating at zero/nil value. CMRL shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- b) If the Licensee is desirous of surrendering and exiting from the license without serving any intimation period or intimation period shorter than 180days (notice period), the agreement shall deemed to be surrendered on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for the period of 180 days (even if the intimation is given for shorter period) and outstanding dues, if any. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in CMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else CMRL will seize their property treating it at zero/nil value. CMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.

6.12 CMRL reserves the right for deduction of CMRL dues from Licensee's Interest Free Security Deposit / Performance Security for: -

- a) Any penalty imposed by CMRL for violation of any terms and conditions of agreement committed 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 director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of CMRL remained due after completion of relevant actions as per agreement.

6.13 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited with 15 days period from the date of intimation to licensee, failing which, it shall be treated as Licensee Event of Default and CMRL will be free to take action as per the relevant provisions of this tender document/ license agreement including termination of the contract.

CHAPTER: 7

Submission of Application by Bidders

7.0 Submission of Application:

7.1 General Instruction to Bidders:

- a) The Bid should be furnished in the formats mentioned at **Annexure 2 to 12**, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorised Signatory. The Bidder shall submit all requisite documents as per 4.6 of Tender document, along with Tender documents (i.e Tender Document, corrigendum/Addendum etc.)
- b) Applicants are required to deposit non-refundable Cost of Tender along with its Bid.

7.2 Notwithstanding anything to the contrary contained in this document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement

7.3 The application shall be submitted by the applicant in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this tender document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in Annexure-6. Both the Technical Bid and Financial Bid shall be submitted by the Bidder. The offer of Bidder, who does not fulfil the Eligibility criteria, such bids shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.

7.4 Technical Bid: The Bidder shall submit the following documents in Technical Bid-

- a) Tender Document Cost – in the form of demand draft in favour of “Chennai Metro Rail Limited.”, payable at Chennai or online transaction through NEFT/RTGS to CMRL Bank Account, scanned copy of online transaction with date and UTR Number.
- b) Bid Security – in the form of demand draft in favour of “Chennai Metro Rail Limited.”, payable at Chennai or online transaction through NEFT/RTGS to CMRL Bank Account scanned copy of online transaction with date and UTR Number.

- c) Annexure-2 (On Official Letter-head of the Bidder), (**clearly mentioning the name of the metro station/s for which bid is being made and online fee transaction / DD details**)
- d) Annexure-3
- e) Annexure-4
- f) Annexure-5, 7,8,9 & 11
- g) In addition a declaration by the bidders as per Annexure -11 must be submitted stating that the tender document has been downloaded www.chennaiemtrorail.org and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- h) Annexure-12: for not being banned from Business by Govt. agency/PSU/CMRL.
- i) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of the Partnership Firm.
- j) Self-attested copies of the **PAN Card** and **GST Registration Certificate** (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as exemption.
- k) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet (of last three consecutive years, as mentioned in Eligibility criteria of the tender document), the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
- l) Copy of the complete Tender Document, Draft License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

7.5 **Financial Bid: -**

- 7.5.1 There shall be a financial quote for each metro station for which the bid is made for Semi-Naming Rights, in the format mentioned in Annexure-6. The bidder to quote equal to the reserved price for semi-Naming Rights for each station, in the format mentioned in Annexure-6.
- 7.5.2 The bidder shall quote equal to the reserved price and amount of fixed Annual License Fee in rupees for Semi-Naming activities at the selected metro station in which the bidder is interested. The quote shall be as rate of "Annual License

Fee” in the Financial Bid form in both words as well as figures in the financial bid.

- 7.5.3 The bidder shall quote his bid for Semi-Naming Rights any one or more stations in which the bidder is interested. The bidder who is technically eligible and quotes his offer for the particular station shall be considered for granting of Semi-Naming Rights at that particular station, after assessment by CMRL. The bidder quoting below the Reserve price is summarily rejected
- 7.5.4 The bidder shall carefully quote in the financial bid. Incomplete quotes will lead to disqualification.
- 7.5.5 In case any revenue sharing is to be done with GCC / civic agency, if applicable, would be borne by CMRL. List of stations detailed in **Annexure-1**.
- 7.6 The documents including this Tender Document and all attached documents, provided by CMRL shall remain and become the properties of CMRL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and CMRL shall not return to the Bidders any Bid, document or any information provided along therewith.
- 7.7 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.
- 7.8 Site Visit: 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. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from CMRL.
- 7.9 It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the bidding documents;
 - b) received all relevant information from CMRL;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of CMRL relating to any of the

matters referred to in Tender document;

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

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

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

7.12 Amendment of Tender Document:

- a) At any time prior to the Bid due date, CMRL may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on CMRL official website i.e. www.chennaietrorail.org/business development.
- c) In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, CMRL may, in its sole discretion, extend the Bid Due Date.
- d) The Bidders are requested to get in touch with official website of CMRL i.e. www.chennaietrorail.org/business for all updates on the Tender Document

such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

7.14 Preparation and Submission of Bids

- a) **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the 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 initiated by the person(s) signing the Bid.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) along with cost of Tender Document and towards Bid Security and other documents as required in the Tender Document.
- d) The Bidders have to produce the original documents as and when required by CMRL. The failure of the Bidder or Licensee to furnish the said original documents will empower CMRL to summarily reject their Bid.
- e) The Bidders should carefully note and ensure the following instructions:
 - That the complete tender Document has been downloaded.
 - In case of any correction/addition/alteration/omission in the Tender Document as made available by CMRL, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

7.15 Modification, Substitution and Withdrawal of Tenders:

A applicant may withdraw, substitute, or modify its application before it has been submitted. No application shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of application during the interval between date of application submission and signing of the license agreement would result in forfeiture of the EMD.

- 7.17 **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.

- 7.18 This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. Chennai Metro Rail Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of CMRL. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 7.19 It shall be noted, that CMRL will not discuss any aspect of the selection process. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of CMRL.
- 7.20 For any query from Applicants, CMRL reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that CMRL have not responded to any query or not provided any clarification. However CMRL may ask for any supplementary information, if deemed so.
- 7.21 Applicants will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, CMRL may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of CMRL. In such a case CMRL shall forfeit the EMD (if any) and Security Deposit (if any) held with CMRL.

7.22 In addition a declaration by the bidders as per Annexure -11 must be submitted stating that the tender document has been downloaded from CMRL official website and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**

7.23 The Bid shall contain following envelopes:

- a) Envelope -1, marked as “Envelope-1 for Interest free EMD Amount and Application document cost”, containing Interest free EMD Amount and Application document cost.
- 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 2016-2017, 2017-2018 & 2018-2019.
- c) Envelope-3 containing Financial Offer as per Annexure-6 and marked as “Envelope-3 for Financial Bid”.
- d) Envelope -4: Copy of the Tender document including 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.

7.24 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 “Application for Licensing of Semi-Naming rights in selected CMRL Metro Stations of Corridor- I & II of Phase 1”

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

“Chief General Manager (P&BD)”,

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai - 600 107”

6.17. Application documents submitted by fax, telex, telegram, mail/post or e-mail shall not be entertained and shall be summarily rejected. Only detailed complete application document in a physical format and properly sealed envelopes, as mentioned above shall be taken as valid. Applications received without due interest free EMD amount shall be summarily rejected.

CHAPTER: 8

Evaluation of Bids

8.1 Tender Opening: -

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

8.2 Evaluation of Financial Proposals:

- 8.2.1 To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid.
- 8.2.5 If the submitted documents do not meet the tender requirements then the financial bid of the said bidder will not be considered for evaluation.
- 8.2.6 While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees / representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated, in writing.
- 8.2.7 The bidder who is technically eligible and quotes equal to the Reserve Price of Annual License Fee for the particular station shall be considered for granting of Semi-Naming Rights at that particular station, after assessment by CMRL. The bidder quoting below the Reserve price, those bids are summarily rejected.
- 8.2.8 **Financial quote as per format in Annexure-6 will be the criteria for Financial bid evaluation** for particular metro station offered for Semi-Naming Rights.
- 8.3 **Bid Variable:** The bidder shall quote the Amount of fixed Annual License Fee in for Semi-Naming Rights for the Selected Metro Station in which the bidder is interested, as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 8.4 Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance (“LOA”) shall be issued, in duplicate, by CMRL to the Selected Bidder and the Selected Bidder shall, within 7 days of the receipt of the LOA, duly signed with stamp as a token of unconditional acceptance and return the duplicate copy of the LOA in acknowledgement thereof. In the event of non-receipt of LOA duly signed by the Selected Bidder within the stipulated time, CMRL shall forfeit the EMD on account of non-compliance of terms and conditions of the LOA.
- 8.5 The Successful Bidder is required to submit Interest Free Security Deposit within 30 (Thirty) days from the date of issuance of Letter of Acceptance. In case the bidder fails to submit Interest Free Security Deposit within 30 days from date of issuance of LOA, penal surcharge payable for the delayed period (number of days delayed) to

CMRL only in the form of Demand Draft of scheduled Bank for late payment of Interest Free Security Deposit shall be applicable as follows:

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

Even After 45 days of issuance of LOA, if Bidder fails to comply with LOA terms & conditions, the LOA may stand cancelled and Earnest Money submitted will be forfeited by “Chennai Metro Rail Limited”. No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

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

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

- 8.7 Notwithstanding anything contained in this Bid document, CMRL reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that CMRL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

CHAPTER: 9

9. Tenure of License Agreement

- 9.1 Tenure of License Agreement: Semi-Naming Rights license for 25 metro stations shall be granted for a period of Three (3) years after the expiry of fitment period of 90 days from the date of handing over of the station for Semi-Naming activities subsequent to issue of Letter of Acceptance (LOA). Based on the first Three (3) years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions. CMRL reserves the sole right not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL
- 9.2 All Semi-Naming plans as per scope detailed in clause 5.1 of Tender document at the selected Metro station proposed by the Licensee are subject to prior written approval from CMRL with regard to operational feasibility, aesthetics, and safety & security concerns, specifications materials used and other technical or operational considerations. In this regard, a committee comprising of CMRL officials shall be formed for granting approval. The committee shall communicate its decision in writing within ten (10) working days from the date of submission of proposals by Licensee to CMRL for Semi-Naming activities.
- 9.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.
- 9.4 The property tax applicable, if any, on the property of CMRL shall be borne by CMRL.
- 9.5 All other statutory taxes, statutory dues, local levies, as applicable (other than those mentioned above) 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.
- 9.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 9.7 In case the licensee opts to exit from the contract, it shall give an advance notice of 180 days and in case, if licensee give advance notice shorter than 180 days, then CMRL shall recover 180 days License fee and other dues.

CHAPTER: 10

10 Fraud and Corrupt Practices

- 10.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CMRL may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, CMRL shall be entitled to forfeit & appropriate Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to CMRL under Bidding Documents and/ or License Agreement, or otherwise.
- 10.2 Without prejudice to the rights of CMRL under Clause 9.1 hereinabove and the rights and remedies which CMRL may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by CMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender issued by CMRL during a period of 3 (three) years from the date such Bidder is found by CMRL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 10.3 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

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

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

10.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by CMRL, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender document, be liable to be terminated, by a communication in writing by CMRL to the Selected Bidder or the Licensee, as the case may be, without CMRL being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, CMRL shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to CMRL under the Bidding Documents and/ or the License Agreement, or otherwise.

CHAPTER: 11

11. Miscellaneous

11.1 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.

11.2 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.

11.3 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.

11.4 The Tender document including draft License Agreement are to be taken as mutually explanatory & supplementary to each other.

11.5 and, unless otherwise expressly provided elsewhere in this Tender document, in the event of any conflict between them, the priority shall be in the following order:

- (a) License Agreement
- (b) Tender Document;

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

Proposed list of 25 metro stations for granting Semi-Naming Rights

The following Stations are proposed to be offered for Semi-Naming activities.

S.No	Station Name	Line & Corridor	BD Station SNR Code
1	Washermenpet Metro	Blue Line & I	SWA-SNR-01
2	Mannadi	Blue Line & I	SMA-SNR-01
3	High Court	Blue Line & I	SHC-SNR-01
4	Government Estate	Blue Line & I	SGE-SNR-01
5	LIC	Blue Line & I	SLI-SNR-01
6	AG-DMS	Blue Line & I	SAG-SNR-01
7	Saidapet Metro	Blue Line & I	SSA-SNR-01
8	Little Mount	Blue Line & I	SLM-SNR-01
9	Guindy Metro	Blue Line & I	SGU-SNR-01
10	Nanganallur Road	Blue Line & I	SOT-SNR-01
11	Meenambakkam Metro	Blue Line & I	SME-SNR-01
12	Nehru Park	Green Line & II	SNR-SNR-01
13	Kilpauk Medical College	Green Line & II	SKM-SNR-01
14	Pachaippa's College	Green Line & II	SPC-SNR-01
15	Shenoy Nagar	Green Line & II	SSN-SNR-01
16	Anna Nagar East	Green Line & II	SAE-SNR-01
17	Anna Nagar Tower	Green Line & II	SAT-SNR-01
18	Thirumangalam	Green Line & II	STI-SNR-01

19	Koyambedu	Green Line & II	SKO-SNR-01
20	Arumbakkam	Green Line & II	SAR-SNR-01
21	Vadapalani	Green Line & II	SVA-SNR-01
22	Ashok Nagar	Green Line & II	SAN-SNR-01
23	Ekkattuthangal	Green Line & II	SSI-SNR-01
24	Alandur	Blue and Green Line & I and II	SAL-SNR-01
25	St.Thomas Mount Metro	Green Line & II	SMM-SNR-01

Note: The stations would be given for Semi-Naming activities on “as is where is basis”

Letter comprising the Bid

(On Official letterhead of the Bidder)

Contract No:

Dated:

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

Sub: **Bid for Licensing of Semi-Naming Rights activities on
_____Metro Stations(s) in CMRL**

Dear Sir,

With reference to your tender document dated -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Semi-Naming activities in Chennai Metro stations. The Bid is unconditional and unqualified.

1. I/ We acknowledge that CMRL will 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, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including

Addendum / Corrigendum, if any, issued by CMRL; and

- (b) I/ We do not have any conflict of interest in accordance with provisions of the tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with CMRL; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
 6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in Tender document.
 7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMRL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
 8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter in to a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 9. I/ We have studied all the Bidding Documents carefully and also surveyed the CMRL stations. 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.
 10. I/ We offer Bid Security to CMRL in accordance with the tender Document. The documents accompanying the Bid, as specified in Tender document, have been submitted in a separate envelope.

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

Sl.No	DD/UTR NO.	TRANSACTION DD / UTR DATED	APPLICATION COST

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

Sl.No	NAME OF STATION SNR CODE(S)	EMD DD / UTR NO.	TRANSACTION DD / UTR DATED	EMD AMOUNT

18. I/ We hereby submit bid documents i.e. Tender documents with Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
19. I/ We hereby submit bid documents i.e. Tender documents with Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
20. I / We declare that the submitted Tender documents are same as available on

CMRL's website www.chennaietrorail.org. I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at CMRL's website, CMRL shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours
Sincerely

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

General Information of the Bidder

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

S. 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:

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 cumulative gross turnover of M/s _____
(Name of the Bidder) in the last 3 completed financial year is Rs.
_____.

Year wise details of Gross Annual Turnover are as under:

Name of Bidder or member of JV/SPV	Gross Turnover		
	2016-17	2017-18	2018-19
Name of Bidder or 1st member of JV			
2nd member of JV			
3rd member of JV			
TOTAL			

Name & address of Applicant's Bankers:

**Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number**

Note:

- Gross Turnover means Turnover from all sectors of Businesses.
- 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 Bidder

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 Tender, including signing and submission of all documents and providing information / responses to CMRL, representing us in all matters before CMRL, and generally dealing with CMRL in all matters in connection with our bid for the following metro station _____ for this tender for Semi-Naming Rights at _____ metro station.

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

For

Accepted

(signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Financial Bid Format

1. **Name of the Tender:** Bid for Licensing of Semi-Naming Rights in 25 Metro Stations in CMRL Network
2. **Period of License:** Three (3) years.
3. I / We hereby offer the following Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights activities on the Selected Metro Station as specified below, payable to CMRL as per terms and conditions of this tender.

S. No	Station Name	Line & Corridor	BD Station Code	Reserve Price per Annum (INR)	Offered Annual License Fee(in Rupees for each station) (Excluding GST)	
					In figure	In words
1	Washermenpet Metro	Blue Line & I	SWA-SNR-01	50,00,000		
2	Mannadi	Blue Line & I	SMA-SNR-01	50,00,000		
3	High Court	Blue Line & I	SHC-SNR-01	50,00,000		
4	Government Estate	Blue Line & I	SGE-SNR-01	50,00,000		
5	LIC	Blue Line & I	SLI-SNR-01	1,00,00,000		
6	AG-DMS	Blue Line & I	SAG-SNR-01	75,00,000		
7	Saidapet Metro	Blue Line & I	SSA-SNR-01	50,00,000		
8	Little Mount	Blue Line & I	SLM-SNR-01	75,00,000		
9	Guindy Metro	Blue Line	SGU-SNR-01	1,00,00,000		

		& I				
10	Nanganallur Road	Blue Line & I	SOT-SNR-01	75,00,000		
11	Meenambakkam Metro	Blue Line & I	SME-SNR-01	75,00,000		
12	Nehru Park	Green Line & II	SNR-SNR-01	75,00,000		
13	Kilpauk Medical College	Green Line & II	SKM-SNR-01	75,00,000		
14	Pachaippa's College	Green Line & II	SPC-SNR-01	50,00,000		
15	Shenoy Nagar	Green Line & II	SSN-SNR-01	50,00,000		
16	Anna Nagar East	Green Line & II	SAE-SNR-01	75,00,000		
17	Anna Nagar Tower	Green Line & II	SAT-SNR-01	75,00,000		
18	Thirumangalam	Green Line & II	STI-SNR-01	1,00,00,000		
19	Koyambedu	Green Line & II	SKO-SNR-01	1,00,00,000		
20	Arumbakkam	Green Line & II	SAR-SNR-01	75,00,000		
21	Vadapalani	Green Line & II	SVA-SNR-01	1,00,00,000		
22	Ashok Nagar	Green Line & II	SAN-SNR-01	1,00,00,000		
23	Ekkattuthangal	Green Line & II	SSI-SNR-01	1,00,00,000		
24	Alandur	Blue and Green Line & I and II	SAL-SNR-01	1,00,00,000		

25	St. Thomas Mount Metro	Green Line & II	SMM-SNR-01	75,00,000		
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Signature, Name, Designation & Seal of the Bidder

Date:

Place:

Note: If there is a discrepancy in the quote/offer between words and figures, the amount in words shall prevail.

Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at Chennai on this _____ day of, 2019.

BETWEEN

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

AND

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

AND

Mr. R/o OR M/s _____, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at _____ and acting through its Registered Office at _____ duly authorized 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 "Bid for Semi-Naming Rights in 25 Metro Stations in CMRL Network" 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 "Bid for Semi-Naming Rights in 25 Metro Stations in CMRL Network" 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 “Semi-Naming Rights”. “Semi-Naming Rights” 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 “Bid for Semi-Naming Rights in 25 Metro Stations in CMRL Network”.
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 percent (___%) 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 (Duly Notarized)

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

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

1. I say that I am the 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”) Bid for Semi-Naming Rights in 25 Metro Stations in CMRL Network and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by CMRL.
4. I say that if any point of time including the License period, in case CMRL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of CMRL.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender document shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at _____ (place), on this the _____ day of 2019.

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 & severally undertake the responsibility in regards to the license agreement with CMRL in respect of Licensing of Semi-Naming Rights in 25 Metro Stations in CMRL Network:-

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 Licensing of Semi-Naming Rights in 25 Metro Stations in CMRL Network.
2. That, all consortium members are jointly or severally responsible for all commitments/ liabilities/ dues etc to CMRL.
3. That, we further confirm that, the stake holding of lead member- (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during license period of license agreement.
4. We also confirm that our consortium was made on Dt. _____ for seeking, licensing rights of Licensing of Semi-Naming Rights in 25 Metro Stations in CMRL Network 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. _____

Negative List of Semi-Naming Rights

1. The Semi-Naming should not be related to any activity which is considered unlawful/illegal as per the Indian law.
2. Individual names of any person or religious entity, or of similar background shall not be permitted
3. The Semi-Naming should also not promote liquor/alcohol based drinks or tobacco/Pan Masala related products.
4. Promotes or opposes a political party, or promotes or opposes any ballot referendum or the election of any candidate or group of candidates for Central, State, Judicial, or Local government offices.
5. Lottery tickets, sweepstakes entries and slot machines related branding.

(On letter head of the company)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

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

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

(On letter head of the company)

UNDERTAKING

We do hereby undertake that CMRL/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries has not banned/debarred business with us as on the date of tender submission.

Also any work executed either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by CMRL after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non – performance.

In case at a later date the undertaking is found to be false or incorrect, CMRL shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED

SIGNATORY

Note:

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

**Draft License Agreement for Semi-Naming
Rights on 25 CMRL Metro Stations of Corridor I &
II of Phase 1**

Chapter: 1

DRAFT LICENSE AGREEMENT

License Agreement No _____ of Year _____

THIS AGREEMENT entered into at Chennai on this ____ day of _____ 2019 between **Chennai Metro Rail Limited** a company incorporated under the provisions of the Companies Act-1956 having its registered office at Admin Building, CMRL Depot, Ponammallae High Road, Koyambedu, Chennai – 600107, India, represented by **Chief General Manager (P&BD)**, 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 _____ a company incorporated under the provisions of the Companies Act-1956/2013 and having its registered office at _____, represented by ----- hereinafter called “**Licensee**” through its duly authorized signatory _____(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 earnings through non-operating revenue, had invited Tender from interested parties for grant of Semi-Naming Rights in Chennai Metro Rail stations through open bidding process. Based on fulfilment of eligibility criteria as laid down in tender document, the successful bidder M/s _____, the licensee, has been selected for assigning **Semi-Naming Rights on _____ Metro Station, on “as is where is basis”**.

b) The selected bidder/licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligation to enter into the License Agreement, pursuant to the issue and acceptance of the LOA, dated _____for undertaking the License.

c) Herein after referred to as Semi-Naming Rights of/at the selected station, on payment of License Fee as mentioned in detail in the LOA dated _____to CMRL on the terms and conditions hereunder contained in this License Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. The following documents shall be deemed to form part of and be read and construed as an integral part of this agreement, namely:

- 1.1 Letter of Acceptance No. _____ Dated _____
- 1.2 Tender Document, its Addendums & Corrigendum
- 1.3 Any other document issued by / of CMRL forming part of the Bidding Process

B. The Licensee hereby covenants as follows: -

1. Licensee hereby assumes responsibility for Semi-Naming Rights in metro station as per the applicable scope of work as per the applicable scope of work as per chapter 3 of this agreement.

2. Licensee irrevocably agrees to make all payments including License Fee, GST etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from CMRL in this regard.

3. The Licensee confirms having examined the _____ Metro station in detail and fully understands and comprehends the technical requirements and confirms full satisfaction as to the business viability of Semi-Naming Rights 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.

4. Licensee confirms and agrees unequivocally that during stoppage of display of Semi-Naming due to unforeseen circumstances/ whatsoever reasons, Licensee shall not seek any claims/ damages/ any other consideration whatsoever due to such stoppage/ permanent removal of signages / displays/paintings /panel. In such an event, the licensee will immediately remove the said displays/ signages /paintings without any demand. The licensor shall not charge license fees during the said period. When licensor issues written notice to resume the Semi-Naming Rights, Licensee to implement the work within 15 days from date of issue of notice and License fees shall

be charged accordingly

5. That CMRL and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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.

XX-XX-2019

XX-XX-2019

.....
FOR AND ON BEHALF OF
LICENSOR
(CHENNAI METRO
RAIL LIMITED)

.....
FOR AND ON BEHALF
OF LICENSEE
M/s

IN WITNESS WHEREOF the LICENSEE and the CMRL have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

CMRL

Licensee

CHAPTER: 2

3. Definitions

- a) “**Advertising Tax**” means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- b) “**Agreement**” means the License Agreement to be executed between CMRL and the selected bidder.
- c) “**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.
- d) “**Applicable Permits**” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Commercial advertisement spaces” during the subsistence of this Agreement.
- e) “**As is where is basis**” means License of the said Semi-Naming Rights including all equipment, installations, fittings and fixtures is given on ‘as is where is basis’. The licensee may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of CMRL in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed Commercial spaces. Licensee shall be required to hand over the Licensed Space at the end of license period.
- f) “**Bidder**” means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to Tender Documents.
- g) “**Bid Security**” means the refundable amount to be submitted by the Bidder along with Tender documents to CMRL
- h) “**Commencement Date**” means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in Tender document.

- i) **“Damages”** shall mean any claim of CMRL against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which CMRL shall be entitled to claim and adjust the Security Deposit.
- j) **“License”** means the Semi-Naming Rights activities granted by CMRL to the Licensee at Metro Station under terms and conditions of the License Agreement.
- k) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.
- l) **“License Fee”** means the amount payable by the Licensee to CMRL as per terms and conditions of the License Agreement.
- m) **“License Period”** means a period of 3 years subsequent to expiry of fitment period after handing over of the station.
- p) **“CMRL”** mean Chennai Metro Rail Limited.
- q) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with CMRL as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- r) **“Selected Bidder”** means the bidder who has been selected by CMRL, pursuant to the bidding process for award of License.
- s) **“Semi-Naming Rights”** mean the right assigned to the Licensee to only suffix or prefix brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.
- t) **“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.

CHAPTER: 3

3. General Scope of Semi-Naming Rights in CMRL Metro Stations

3.1 Stations Available for Semi-Naming Rights in CMRL Network:

The following metro Stations are proposed to be licensed by CMRL for Semi-Naming activities as per scope detailed below.

Sl. No	Metro Station Name	Line & Corridor	Scope offered
1	Washerment Metro to Meenambakkam Metro	Blue Line & Corridor I	<ul style="list-style-type: none">• Prefix or Suffix of brand name,• inside/outside colouring of station in brand color,
2	Central Metro to St. Thomas Mount Metro	Green Line & Corridor II	<ul style="list-style-type: none">• Permit to Install the Logo the brand in Entries & Exits of the stations,• Promotional Space for Kiosk/Stall/Canopy of 10 sq.m each station.• Landscaping in space available metro stations(optional)

The stations would be handed over for Semi-Naming activities on “as is where is basis”. Prefix or Suffix of the brand name can be done with the existing name of the metro station.

Scope of Semi-Naming Rights of selected metro station & Conditions for Bidders

- 3.1.1 The selected Bidder shall be permitted to undertake and have Semi-Naming activities at the selected Metro stations(s) as per scope detailed in the above table. The Licensee shall/can suffix or prefix the specified brand name with the Name of the metro station i.e. the selected station can be named as “[XYZ [Brand Name] or [Brand Name [XYZ]]”; whereas XYZ is the name of the selected metro station. The brand name shall preferably be not more than two words. Individual names of any person or Political party or religious entity or of similar background shall not be permitted. Any such composite brand name may

include the Semi-Naming Partner's Name in conjunction with other words, subject to prior written approval of CMRL. The prefixing and suffixing is to be done with a separate font/color/size as distinct from the CMRL signage at the said station.

3.1.2 The brands name associated with following products and services will not be considered for semi naming rights:

- a) The Semi-Naming should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Semi-Naming should also not promote liquor/alcohol based drinks or Drugs/Cigarette/tobacco/Pan Masala related products.
- c) Products/services propagating racial, caste, community or ethnic differences
- d) Products/services having sexual overtone
- e) Weapons and related items (such as firearms, firearm parts and magazines, Ammunition, explosives items etc.)
- f) Lottery tickets, sweepstakes entries and slot machines and related products
- g) List of negative products/services
- h) Products/services related to animal cruelty
- i) The use of CMRL name, logo or title without prior written permission is strictly prohibited
- j) Promotes or opposes a political party, or promotes or opposes any ballot referendum or the election of any candidate or group of candidates for Central, State, Judicial, or Local government offices.

3.1.2 The following activities shall be permitted as a part of Semi-Naming Rights activities at the above metro station:

- a) Semi-Naming Rights Entries & Exits of the stations / coloring of Station Building in Brands color by painting or affixing a 3 M vinyl pasting or equivalent,
- b) Refurbishment of station exterior and interior in Brands colour scheme besides the Brands name (suffixed or prefixed) with station name, after prior approval from CMRL.
- c) Landscaping on CMRL station to give aesthetic and pleasing appearance. Landscaping is optional only. There is no scope of commercial advertisements in Landscaping area. However, Signage mentioning the "Brand Name" may

be permitted at landscaping, subject to size & location of signage determined by CMRL, which will be final and binding.

- d) carry out painting of station, both inside as well as outside, in the Brand's color.
- e) Permit to install the Logo the brand in Entries & Exits of the stations. The successful bidder would have to prepare and submit the brand Logo plans to CMRL for prior approval. The size of the Logo determined by CMRL/Design wing will be final and binding.
- f) Promotional Space for Kiosk/Stall/Canopy of 10 sq.m each station. Licensee / Applicant shall operate the Kiosk space depending upon the semi-named brand in licensed station to promote/vend sell/deliver their own products only. Packed Food and Beverage shall only be allowed. The licensee for the bare space shall be co-terminus with the main agreement for Semi-naming rights, or earlier termination of the main agreement.
- g) Audio advertisement in any form is not permitted and there will be no change in CMRL's station announcement/train announcement/notification/inside train name/or any other document due to Semi-Naming of the station. The maps displayed in station or on website will not have brand name attached to station name and any outside the purview of this contract of the selected bidder.

3.1.3 The licensee shall be entitled, at his own cost, to prepare a scheme for Semi-Naming Rights and undertake the theme, design, layout, color scheme of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the said Station for the promotion of its brand, subject to prior written approval of CMRL. The plan should be in tune with and not disturb the aesthetics/look of the station.

The Semi-Naming display plan hence prepared must be in compliance to technical parameters of Tamilnadu Outdoor advertisement policy/any other relevant state policy/Directives given by Hon'ble courts, or any other prevailing policy and wherever/as applicable.

3.1.4 During the currency of the license period, in case of a change in marketing strategy by the licensee, the licensee may be permitted to change the brand name at the station, logo at its own cost after prior written approval from CMRL.

However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months. The replacement of corresponding signage's and the entire

cost of replacement of inventory will be borne by the Licensee.

3.1.5 The Licensee shall have rights and obligations to perform as specified below:

- a) Preparation of Semi-Naming plan which must clearly earmark exact locations. CMRL shall consider the said plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by CMRL, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from CMRL by Licensee.
- b) Obtain all approvals, permits, etc. wherever required from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- c) Comply with all statutory requirements in connection with License Agreement.
- d) Ensure regular and timely payments of all amounts due to CMRL and discharge all obligations as per License Agreement.
- e) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- f) Licensee shall bear all the applicable taxes including Goods & service tax (GST) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- g) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Semi-Naming, products etc. While CMRL shall provide security at station, CMRL shall not be responsible for any vandalism, theft or damage to any of the licensees Semi-Naming products or any other such thing which may be put up by Licensee on the station. The Licensee shall ensure that Station buildings including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of Semi-Naming, products/signage etc. shall be done after taking prior written permission of CMRL.
- h) The Licensee will not ask for any claim or seek any compensation from CMRL if Semi-Naming activities are not permitted due to court order/local laws/civil authorities, other government departments etc. Licensee unequivocally agrees to pay the License fees till such time the display/signages/painting/ panels are not removed during pendency of the contract
- i) All works, repairs, maintenance in inside metro station are to be done in the non-revenue hours.

3.2 The Semi-Naming and coloring spaces will be available on “as is where is basis”.

3.3 Exception to Semi-Naming Rights in 25 CMRL stations:

The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, CMRL staff etc.

CMRL may install/create any new inventory, Advertisement panels, etc. for its partners / Licensee’s including in painted area.

CMRL may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.

CHAPTER: 4

Disclaimer

- 4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 4.3 The Licensee confirms having seen / visited / assessed the potential locations inside the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 4.5 This Agreement shall not in any way be construed as a lease or license of the said metro station or any part thereof, and only represents a contractual obligation of CMRL permit Semi-Naming Rights at said station only, on “ as is where basis”, as detailed in the Tender document including DLA documents.

Chapter: 5

5.0 Tenure of License Agreement

- 5.1 Tenure of License Agreement: Semi-Naming Rights license for 25 metro stations shall be granted for a period of Three (3) years after the expiry of fitment period of 90 days from the date of handing over of the station for Semi-Naming activities subsequent to issue of Letter of Acceptance (LOA). Based on the first Three (3) years performance, extension may be granted for a further period of 2 (two) years but only on mutually agreed terms and conditions and based on the performance of the contract. CMRL reserves the sole right not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.
- 5.2 All Semi-Naming plans as per scope detailed in clause 3.1 of License Agreement at the selected Metro station proposed by the Licensee are subject to prior written approval from CMRL with regard to operational feasibility, aesthetics, and safety & security concerns, specifications materials used and other technical or operational considerations. In this regard, a committee comprising of CMRL officials shall be formed for granting approval. The committee shall communicate its decision in writing within ten (10) working days from the date of submission of proposals by Licensee to CMRL for Semi-Naming activities.
- 5.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.
- 5.4 The property tax applicable, if any, on the property of CMRL shall be borne by CMRL.
- 5.5 All other statutory taxes, statutory dues, local levies, as applicable (other than those mentioned above) 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.
- 5.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 5.7 In case the licensee opts to exit from the contract, it shall give an advance notice of 180 days and in case, if licensee give advance notice shorter than 180 days, then CMRL shall recover 180 days Licensee fee and other dues.

Chapter: 6

6.0 License Fee

- 6.1 _____Metro Station(s) shall be handed over for Semi-Naming Rights at the selected station within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Agreement shall be executed within 30 days of handing over of stations.
- 6.2 License Fees along with other dues shall be payable in advance by the Licensee to CMRL on quarterly basis before the 7 days of the end of previous quarter. The License Fee shall be escalated by 5% on completion of every year from the date of the handover of first Semi-Naming station(s), on compounding basis.
- GST at applicable rates shall also be paid by the licensee to CMRL along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.
- 6.3 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.1 to 8.4 of this DLA , including GST as applicable which shall be payable by licensee along with the License fee.
- 6.4 The utility charges including consumption of electricity, etc. if applicable as per the latest TANGEDCO guidelines shall also be payable by licensee to CMRL in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by CMRL. (Till the time CMRL is not able to provide the electricity to the licensee during the stage of construction/fabrication/finishing of the station before START OF COMMERCIAL SERVICE, the licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, for fabrication and other works. CMRL shall facilitate for the same).
- 6.5 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.

6.6 The licensee shall preferably make the payment of the license fee to CMRL by electronic mode i.e. RTGS/NEFT after taking prior approval of CMRL.

6.7 Non-payment of License fees and other dues.

(a) Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle CMRL to terminate the License Agreement as per provisions stipulated in Chapter-11 of the Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual number of days delayed in payment of dues, beyond the due date of payment.

(b) 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, OMC etc, and lastly License fee shall be accounted for.

(c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from CMRL.

(d) In case payment is not made by due date, a 15 day's cure notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default and make payment of dues to CMRL, CMRL shall be entitled to terminate the License with a 30 days termination notice and shall be free to forfeit the "Interest Free Security Deposit / Performance Security" and take such other action available to it under this Agreement and as per Law. Electricity would be disconnected on the 16th day from the date of issuance of 30 days termination notice.

(e) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Termination Notice, along with a written request in the matter.

(f) The Licensee shall vacate the premises within 30 days of termination of the License

Agreement. A certificate from concerned Station Manager in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement certificate of Station Managers shall not be entertained.

- (g) Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to CMRL.
- (h) In no case, due payments to CMRL shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for a period of more than 60 days, the License agreement will stand automatically terminated with immediate effect, without giving any prior notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of CMRL after adjustment of any dues payable to CMRL by the Licensee.

Chapter-7

7.0 Interest Free Security Deposit / Performance Security

- 7.1 The Licensee shall pay Interest Free Security Deposit to CMRL in advance equivalent to the amount of Annual (12 months) License Fee of 1st year for each of the stations handed over. The interest free Security Deposit shall be accepted in the form of Bank Guarantee (BG) or Demand draft drawn on Scheduled Commercial Bank included in the 2nd schedule of RBI Act in 1934 in favour of “Chennai Metro Rail Limited” payable at Chennai.
- 7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 3 years from commencement date of License Agreement and after adjusting any dues payable to CMRL, reconciliation etc without consideration of any interest, or after exit/surrender from the License agreement and on receipt of 180 days prior notice, as per the provisions contained in this license agreement after adjustment of any dues payable to CMRL, without consideration of any interest.
- 7.3 CMRL reserves the right for deduction of CMRL dues from Licensee’s Interest Free Security Deposit / Performance Security for: -
- a) Any penalty imposed by CMRL for violation of any terms and conditions of agreement committed 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 director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of CMRL remained due after completion of relevant actions as per agreement.
- 7.4 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle CMRL to deal with the matter as per the provisions of Tender document DLA.

Chapter-8
Taxes and Other Statutory Dues

8.0 Taxes and Other Statutory Dues

- 8.1 GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee. Any change in Tax structure/laws of introduction of GST will also be applicable.
- 8.2 The property tax applicable, if any, on the property of CMRL shall be borne by CMRL.
- 8.3 All other statutory taxes, statutory dues, local levies, 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.
- 8.4 Payment of stamp duty on agreement, if any, to be executed in pursuance of this contract will be borne by Licensee.

Chapter: 9

Negative List of Branding

1. The Semi-Naming should not be related to any activity which is considered unlawful/illegal as per the Indian law.
2. Individual names of any person or religious entity, or of similar background shall not be permitted
3. The Semi-Naming should also not promote liquor/alcohol based drinks or tobacco/Pan Masala related products.
4. Promotes or opposes a political party, or promotes or opposes any ballot referendum or the election of any candidate or group of candidates for Central, State, Judicial, or Local government offices.
5. Lottery tickets, sweepstakes entries and slot machines related branding.

Chapter: 10

Force Majeure

10.0 Force Majeure

10.1 Force Majeure

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, Lightning, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensee.
- 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 Licensee, its contractors, or their employees, agents etc., and instructions from other statutory/civic bodies for compliances.

10.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

10.3 Occurrence of any Force Majeure shall be notified to the other party within 7 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 (7 days) to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by CMRL to the Licensee after adjusting outstanding dues, if any.

Chapter: 11

Licensee Events of Default and Termination of License

11.0 Material Breach of Contract, Events of Default and Termination of License Agreement

- 11.1 **Licensee Events of Default:** Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:-
- 11.1.1 If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
 - 11.1.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.
 - 11.1.3 If the Licensee fails to pay License Fee or other amounts due to CMRL.
 - 11.1.4 If the Licensee is in persistent non-compliance of the written instructions of a CMRL officials.
 - 11.1.5 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.
 - 11.1.6 If Licensee is in violation of any of the other Clauses of this Agreement and after three written notice from CMRL fails to cure the Default to the satisfaction of CMRL.
- 11.2 If any of the above Material Breach and Licensee Events of Default happens, then
- 11.2.1 CMRL, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
 - 11.2.2 CMRL shall issue a note to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined in the bid document.
 - 11.2.3 In all other cases of Licensee's Event of Default where specific notice period is not provided, CMRL shall issue a Notice to Licensee to cure the Default within 30 days. If the Licensee fails to cure the Default within 30 days, CMRL after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security

deposit shall be forfeited to CMRL as per the provisions of this contract/license agreement.

11.3 Surrender of Contract Agreement :

- a) The Licensee shall have option to exit from the License Agreement. For this, the licensee shall give 180 days prior intimation to CMRL. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in CMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else CMRL will seize their property treating at zero/nil value. CMRL shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b) If the Licensee is desirous of surrendering and exiting from the license without serving any intimation period or intimation period shorter than 180days (notice period), the agreement shall deemed to be surrendered on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for the period of 180 days (even if the intimation is given for shorter period) and outstanding dues, if any. CMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in CMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else CMRL will seize their property treating it at zero/nil value. CMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

11.4 On Operational Ground: CMRL reserve the rights to terminate/ foreclose the License Agreement by giving 15 days advance notice on operational ground. The License

agreement will stand terminated on expiry of 15 days' notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting outstanding dues payable to CMRL, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from CMRL premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of CMRL at '0'/nil value.

- 11.5 **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to CMRL or its authorized representative peaceful vacant possession of all Sites. Licensee shall remove all the media, fixtures, panels, etc. from CMRL premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, If the licensee fails to vacate the licensed premises within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 day days period. If, the licensee fails to vacate the licensed premises within the grace period, and after lapse of this 30 days grace period, CMRL shall take over the goods / property treating at NIL value, even if it is under lock & key; and CMRL shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with CMRL. **No grace period shall be provided to licensee, if licensor terminates the contract on Operational ground.**
- 11.6 The termination of this Agreement shall not release 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.

Chapter: 12

DISPUTE RESOLUTION

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

12.2 Adjudication:

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

12.2.2 The sole-member Adjudicator shall be nominated by the Managing Director of the Licensor (CMRL) at his discretion. He may also be an officer of CMRL, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of CMRL and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

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

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

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

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

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

12.3.2 If the party seeking Arbitration is the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred in clause 12.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. If the party seeking Arbitration is the Licensor, it shall forward such proposal to the Licensee along with the nomination of an Arbitrator from the list referred to in clause 12.3.1 above.

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

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

The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either party may propose to the other party for referring the dispute to Arbitration. If the proposal is initiated by the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred to in clause 12.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. The Licensor (CMRL) shall nominate its Arbitrator from the said list within 15 days thereafter.

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

- 12.3.6** If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said list, on behalf of the party failing to nominate.
- 12.3.7** The two arbitrators nominated by the licensee and the licensor as above, shall appoint the Presiding Arbitrator from the list referred in clause 12.3.1 above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.
- 12.3.8** If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.
- 12.4.** The parties agree that the selection and nomination of Arbitrators from the list should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter. In case of three-member Arbitral Tribunal, it shall also be ensured by the nominating parties / Arbitrators, as the case may be, that at least one member of the Tribunal shall be a legal professional with a minimum of 20 years of experience.
- 12.5.** In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 12.6.** Subject to aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 12.7.** During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make payments due to CMRL as per the License agreement.

12.8. The venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.

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

Chapter: 13

Miscellaneous

13.0 Miscellaneous

13.1 Insurance and Waiver of Liability

The Licensee will 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. The Licensee shall submit to CMRL, suitable evidence that the foregoing policy or 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 CMRL harmless against any liability, losses, damages, claims, expenses suffered by CMRL because of such default by the Licensee.

13.2 The Licensee shall comply with all the provisions of Labor Laws & regulation in force including but not limited to the Contract Labor (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify CMRL Administration for any loss and damages suffered due to violation of its provision.

13.3 The Licensee shall comply with the laws of civic / statutory guidelines regarding advertisement/display. CMRL will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

13.4 The Licensee will not ask for any claim or seek any compensation from CMRL if a Semi-Naming activity in any station is not permitted due to court order/local laws/civil authorities.

13.5 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.

13.6 The Licensee hereby agrees that CMRL shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of CMRL. Licensee

hereby indemnifies CMRL against the claims made by Licensee's employees against CMRL.

- 13.7 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 Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of CMRL in accordance with CMRL's policies regulations prevalent at that time.
- 13.8 That no tenancy/sub-tenancy is being created by CMRL in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
 - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by CMRL in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 13.9 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 to business to be operated by Licensee at the said premises.
- 13.10 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 in respect of such personnel employed/deployed by the Licensee and 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 labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act,

Minimum Wages Act and other Labor Welfare Act in respect of its personnel. The Licensee shall indemnify CMRL from any claims that may arise in connection with above.

- 13.11 Employees conduct: The Licensee shall ensure that all persons employed 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 30 days of handing over of the station, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. 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) to CMRL. All the Licensee's personnel shall be required to possess ID card while working in CMRL's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 13.12 The Semi-Naming activities are granted to the Licensee at Selected Metro Stations. However, CMRL reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations.
- 13.13 That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:
- a) Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - b) Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep fire fighting equipment as per CMRL requirements as indicated by the Fire officer / Authorized representative of CMRL inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to non-functional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed

and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.

- c) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

13.14 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor “CMRL” to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

13.15 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and CMRL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

13.16 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (CMRL) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

13.17 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of CMRL or such causes where the supply of CMRL is affected by a cause or causes over which CMRL has no control, CMRL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

13.18 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.

13.19 Notices

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

**“Joint General Manager/RSO,
Chennai Metro Rail limited,
Admin Building, CMRL Depot,
Poonamalle 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 Joint General Manager / RSO or by his duly authorized representative.

13.20 Only written instructions/ notices of any party shall be entertained by the other party.

Handing Over Note

Date: _____

Handing over of Semi-Naming Rights at _____ metro station

As per LOA no. _____ dated _____, the permissible station for Semi-Naming Rights in _____ Metro station on Line-_____ is handed over to M/s _____ on _____ in the presence of Operation Department representative and representative from M/s _____

Further, License fee and other dues shall be charged as per LOA and the License agreement.

Representative
CMRL

Representative
Licensee