



CHENNAI METRO RAIL LIMITED

**TENDER DOCUMENT FOR LICENSING OF UNDERGROUND COMMUTER
AMENITIES CENTRE IN SHENOY NAGAR METRO STATION, CHENNAI**

CMRL/BD/PD-SSN/2022/423/01

July 2022

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

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Website: www.chennaiemtorail.org

DISCLAIMER

- I. This Tender Document contains brief information about the Underground commuter amenities centre, Qualification Requirements and the Selection process for the successful Bidder. The purpose of the Tender document is to provide Bidders with information to assist the formulation of their bid application (the Bid).
- II. The information contained in this Tender Document or subsequently provided to interested parties (the 'Bidder(s)'), in writing by or on behalf of Chennai Metro Rail Limited. (CMRL) is provided to Bidder(s) on the terms and conditions set out in the Tender Documents and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to provide relevant information about the space available for licensing at Shenoy Nagar. CMRL advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. CMRL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given, by the Bidders, to the office of the CMRL immediately by the Bidders. If CMRL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Tender document.
- V. Any character or requirement for the space at Shenoy Nagar, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder by way of its own due diligence.
- VI. This Tender Document is not an agreement, offer or invitation by CMRL to any party. The terms for development of the space and the right of the successful Bidder, shall be as set out in separate agreements executed between CMRL and the successful Bidder broadly in the format set out herein.
- VII. CMRL reserves the right to accept or reject any or all Bids without giving any reasons thereof. CMRL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.
- VIII. CMRL reserves the right 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.
- IX. Bidders are asked to follow <https://eprocure.gov.in/eprocure/app> for tenders/ tender updates.

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CHAPTER: 1

1. DEFINITIONS

- a) **“Agreement”** means the License Agreement to be executed between CMRL and the selected Bidder.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“As is where is basis”** means LICENSEE shall be licensed the said licensed space, equipment's, installations, fittings and fixtures on 'as is where is basis' and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of CMRL in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed spaces rather LICENSEE shall be required to hand over the licensed spaces in original condition at the end of license period
- d) **“Bidder”** means any entity which is a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company having its registered office in India either under the Companies act 1956 or the Companies Act, 2013 or a combination of the above in the form of Joint Venture (JV) or a Consortium 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”** means Chennai Metro Rail Limited.
- g) **“Commencement Date”** means date of commencement of License Fee after expiry of fitment period subsequent to handing over of the premises or commencement of business operation, whichever is earlier (End of Rent Free Period)
- h) **“Incidental Commercial Activity”** means space provided to the licensee at street level for commercial activities.
- i) **“Letter of Award”** means the letter issued to the licensee notifying the award of license right based on the bidding / selection process.
- j) **“License”** means the License granted by CMRL to the Licensee for the subject licensed space as specified in Annexure - I.
- k) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.

- l) **“Licensor”** shall mean CMRL, its assigns, its successors in interest or any other body corporate which may be authorized in writing by CMRL to act on its behalf.
- m) **“License Fee”** means the amount payable by the Licensee to CMRL for Underground commuter amenities centre at Basement-1&2 and Incidental commercial activity at street level as per terms and conditions of the Agreement.
- n) **“License Period”** means an initial period of 12 years with three years of lock in period from the commencement date.
- o) **“LoA”** means the letter issued by the Licensor notifying award of license right to the selected Bidder.
- p) **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following the procedure mentioned in this tender or in case any of the required details or documents are missing or not clear or not submitted in the prescribed format or non-submission of Tender Fee or Bid Security.
- q) **“Performance Security”** means the 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 the CMRL, pursuant to the bidding process for award of License.
- s) **“Sub-licensee”** means an entity to whom the successful licensee may at his option sub-license the licensed space.
- t) **“Tender Fee”** mean the amount paid by the Bidder towards charges for purchase of the tender document.
- u) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of the Agreement.

CHAPTER 2

2. INTRODUCTION TO BIDDERS

- 2.1** Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) for the construction of Metro Rail in the city of Chennai city with loan assistance from Japan International Co-operation Agency (JICA). The total length is 54.1 km (Phase 1 of the Chennai Metro Rail Project).
- 2.2** Chennai Metro Phase 1 with Extension comprises of two corridors — Corridor I from Wimco Nagar Depot to Airport and the Corridor II from Central to St.Thomas Mount. There will be 41 stations of which 21 will be underground and 20 will be elevated. The Corridor-II from Chennai Central to St. Thomas Mount and Corridor-I from Wimco Nagar Depot to Airport stations of Phase – 1 and its extension are operational.
- 2.3** As part of its existing mandate, Chennai Metro Rail Limited (CMRL) has also undertaken to capture value from real estate assets owned by it in such a manner that gives sustainable additional revenue to CMRL. Through this Bid, CMRL intends to select Licensee(s) to take up on License basis the offered space located at Shenoy Nagar as mentioned admeasuring as detailed in Annexure 1. CMRL invites open e-tender cum auction from suitable Bidders who may be a registered partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company having its registered office in India either under the Companies act 1956/2013 or a combination of the above in the form of Joint Venture (JV) or Consortium, etc. for selection of a Licensee to grant licensing rights of the Underground commuter amenities centre at Shenoy Nagar for commercial & parking activities except banned list of usage as detailed in Annexure-12. 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 site and familiarize themselves with various arrangements and all activities necessary in this regard.
- 2.4** Tender document (non-transferable) can be downloaded from the website <https://eprocure.gov.in/eprocure/app>. Cost of Tender document (non-transferable & non-refundable) is Rs.40,000/- (Rupees Forty Thousand only) including GST. The payment shall be paid online through NEFT/RTGS to CMRL Bank Account as a document cost. The details of the bank account of CMRL for payment of bid security are mentioned in clause 2.7 of NIT. The Bid shall be summarily rejected if it is not accompanied with a valid Tender document cost of appropriate amount and no technical evaluation will be undertaken. Further, the bid will not be eligible for financial opening.
- 2.5** The Bidder shall submit its Technical and Financial Bid along with bid document cost as

mentioned in clause 2.4 and with the interest free EMD (Bid Security) for an amount of INR 1,05,71,000/- (Rupees One Crore Five lakh Seventy One thousand Only). Payment of Bid Security can be done by RTGS/NEFT. No other mode of payment will be accepted. The details of bank account of CMRL for payment of Bid Security are mentioned in clause 2.7 of NIT. The UTR number is required to be filled and the same needs to be signed and uploaded along with technical bid. No interest is payable for the EMD amount. The Tender Application shall be summarily rejected if it is not accompanied with EMD. The interest free EMD of unsuccessful Bidders shall be refunded immediately after finalization of tender. The EMD amount of the successful bidder shall be adjusted against the Performance security as per terms and conditions of the License agreement. If the successful Bidder withdraws his Bid at any stage, the EMD amount shall be forfeited by CMRL. The Schedule of bidding process for licensing of the Underground commuter amenities centre in Shenoy Nagar is as follows:

Schedule of bidding process

| | |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Documents download by Bidders | From 06/07/2022 to 11/08/2022 upto 17:00 hrs on e-tendering website https://eprocure.gov.in/eprocure/app |
| Date of Pre-Bid Meeting | 20/07/2022 on 11:30 hrs at CMRL office – Admin Building, Koyambedu, Chennai - 107 |
| Last Date of Receipt of Pre-Bid Queries | 23/07/2022 upto 17:00 hrs by letter or E-mail to narendrakumar.r@cmrl.in |
| CMRL Reply to Pre-Bid Queries | 29/07/2022 |
| Last Date & Time of Submission of Bids | Latest by 17:00 hrs on 11/08/2022 |
| Date & Time of Opening of Technical Bid | 12/08/2022 at 17:05 hrs |
| Date & Time of Opening of Financial Bid | Shall be notified separately to qualified bidders |
| Date & Time of Auction | Shall be notified separately to qualified bidders |
| Validity of Bids | 180 days from Bid submission date |

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

| Stage of Activity | Time Period |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Performance security to CMRL by Licensee | 1 st Year License Fee – 30 Days from issuance of LoA and before execution of License Agreement. |
| Signing of License Agreement | Within 30 days after payment of Performance Security and Advance License fee for 1 st Quarter as per LOA |
| Date of Commencement of License Fees | Immediately after fit out period or commencement of business operation, whichever is earlier |

| | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Rent Free Period | 9 months from handing over of the premises by CMRL to the Licensee or commencement of business operation, whichever is earlier |
| License Period | Initial period of 12 years with 3 years of lock in period from the commencement date. |

2.7 CMRL's authorized Bank name and Account no. to payments to be made for EMD (Bid Security) and Tender document cost are as follows:

Name of the Account holder : **Chennai Metro Rail limited**
Name of Bank : **Canara Bank,**
Account No : **0416214000030**
Branch : **Chennai Teynampet Branch**
IFSC Code : **CNRB0000416**

2.8 Addendum/Corrigendum, if any, will be placed on <https://eprocure.gov.in/eprocure/app> time to time. Tender document can also be downloaded from the e-procurement (CPP Portal) website <https://eprocure.gov.in/eprocure/app> and may be uploaded along with tender document cost and Bid Security at the time of submission of bids. Late/ delayed tender document received after the stipulated date and time of submission of tender document shall be rejected outright.

2.9 The Bidder may obtain further information/ clarification, if any, in respect of tender documents from the office of Chief General Manager (P&BD), CMRL - Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. During the course of pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. CMRL shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by CMRL. CMRL's point of view/response to queries will be uploaded on its website <https://eprocure.gov.in/eprocure/app>. Individual communication shall not be issued to any Bidder. PreBid queries and any clarification with respect to tender can be forwarded to narendrakumar.r@cmrl.in and queries received after scheduled date shall not be replied.

2.10 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.

2.11 The Bidders are advised to keep in touch with e-Tendering (CPP Portal) portal <https://eprocure.gov.in/eprocure/app> for updates.

2.12 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 rights as set out

in the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.

- 2.13** The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-Tendering portal shall be required to get registered beforehand. After registration the tenderer will get user id and password. On logging in tenderer can participate in tendering process and can witness various activities of the process. Tender has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.
- 2.14** The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid *class III* digital signature. The tender document can only be downloaded or uploaded using Class III digital signature of the authorized signatory.
- 2.15** In the interests of clarity and for the avoidance of doubts it is made clear that Bidders shall furnish all the details/particulars sought for, without exception. Similarly, all the payments mentioned in this tender document shall be made fully within the timeline specified. Any lapse, however slight, in adhering to the conditions specified will be construed by CMRL as a valid ground to reject the bid in question.
- 2.16** In case of any grievances/complaints regarding this tender, please contact:

Chief General Manager/ P & BD

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai – 600 107

CHAPTER 3

3. ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1** The applicant may be any entity i.e. a sole proprietorship firm, a partnership firm or a company having its 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.
- 3.2 Bid by a JV/Consortium of firms:** In case of a bid by a JV/Consortium of firms, following shall be abide by the participant/s: 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 turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.
- 3.2.1 The lead member of the JV/Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- 3.2.2 Any change in percentage stake of JV/ Consortium members without prior written approval of CMRL shall be treated as material breach of Contract and Selected Bidder/ Licensee's event of default entitling CMRL to forfeit Performance security and/or to terminate the License Agreement after a 30 (thirty) days termination notice.
- 3.2.3 Minimum percentage stake of any member in JV/ Consortium during License Period shall not be less than 15%.
- 3.2.4 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.
- 3.2.5 All members of such entity shall be jointly and severally liable for the performance of License Agreement.
- 3.3** To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously:
- 3.3.1 Bidders having a minimum Annual Gross Turnover of INR 10 Cr in any of the last four financial years. The Bidder shall submit the below documents along with the qualification details.
- Turnover certificate as duly certified by the statutory auditor / chartered accountant as per Annexure 4(B).
 - The Bidder is required to submit the last 4 (four) audited financial statements certified by the statutory Chartered Accountant with stamp & signature. The last four Financial Year shall be 2018-19, 2019-20, 2020-21 & 2021-22. Here, turnover shall mean turnover from all/single (as applicable) sector(s) of business(es).

The Bidder shall submit audited financial statements including profit-loss account of last 4 financial years as indicated above.

- If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard.
- In case of a JV/CONSORTIUM subject to clause 3.2 above, the eligibility of lead member & substantial partners of JV/CONSORTIUM would be considered.

3.3.2 Technical Qualification: In the last four years prior to Bid submission due date, the Bidder should have an established track record of having

- Leased / Licensed and / or Subleased / Sublicensed at least 40,000 sqm of built-up area in a maximum of 3 projects under real estate asset class OR
- Owned / Developed at least 20,000 sqm of built up area in a maximum of 3 projects under real estate asset class OR
- Leased / Licensed and occupied at least 20,000 sqm of built-up area in a maximum of 3 projects under real estate asset class

Real Estate Asset class shall include Residential / Commercial / Retail / Hospitality developments.

The Bidder shall submit the below documents along with the qualification details.

- Copy of lease or license agreement / Certificate from Statutory auditor / Chartered Accountant or any other document issued by Central / State / Local Body or any relevant authority as disclosed for qualification details. Ongoing projects shall also be considered for qualification purpose.
- Existing Licensee of CMRL should produce No Due certificate from CMRL Finance wing.

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

3.5 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. The submission of this bid shall be deemed by CMRL to be an express declaration by the Bidder that his bid does not suffer from any conflict of interest.

3.6 Undertaking for not being banned from Business: As on date of Tender submission (Annexure-11)

- 3.6.1 CMRL / any other metro organizations (100% owned by govt.) / Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 11 of Tender document.
- 3.6.2 Also no contract of the tender executed in either individually or as a member in a JV/Consortium, should have been rescinded/ terminated by CMRL after award during last 3 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 11 of Tender document.

CHAPTER: 4

4. INSTRUCTIONS TO ONLINE TENDERERS

4.1 General:

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

4.2 Eligibility to participate in tender:

- 4.2.1 Tenders are open to all eligible Bidders. In order to submit the bid, the Bidders have to get themselves registered on-line on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid class III Digital Signature Certificate (DSC) with signing key usage issued from any agency authorized by Controller of Certifying Authority (CCA), Govt of India with their profile.
- 4.2.2 The on-line registration of the Bidders on the portal will be free of cost and one time activity only.
- 4.2.3 The registration must be in the name of Bidder, whereas DSC holder may be either Bidder himself or authorized person.
- 4.2.4 As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- 4.2.5 Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

4.3 Registration / Enrolment:

To participate in e-tender all Bidders must enroll themselves with the CPP portal. The procedure mentioned below is to be followed:

- 4.3.1 Go to –<http://eprocure.gov.in/eprocure/app> website.
- 4.3.2 Click on –Click here to enroll. It will take you to ‘online enrolment’ screen.
- 4.3.3 Against User type, select either –individual or corporate.
- 4.3.4 Please specify your login ID, indicated in the application while applying for DSC
- 4.3.5 Create your own password. Before creating, please refer to 'Password Policy' that appears on the right side of the screen. Password should be in accordance with that policy.
- 4.3.6 Confirm the password once again.
- 4.3.7 Click on –Next.

4.3.8 You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind to fill all mandatory fields which are marked with an asterisk (*).

4.3.9 After entering the fields, click on - Submit

4.3.10 You will get a message that Log in ID registered successfully, that completes your entry.

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

4.5 Searching for Tender Documents:

There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

4.6 Auction Process:

Tender Cum Auction is a combination of Tender Followed by Auction (Forward Auction in our case). In tender cum Auction, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Forward Auction will be conducted amongst techno-commercially qualified / approved bidders after opening of Financial/Price Bids online. The Forward Auction will be normally initiated after opening of Price Bids. There will be no participation fees for Auction.

Only such bidders who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Auction. After opening of the price (financial) bids and system displays H1 price automatically. Using this system provided price, which would be auction start price (can be changed, if required), tender inviting authority will create Forward Auction and publish the same. The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.

Bidders shall login using their login ID & Password and then using DSC. Click on My Auctions button given in left side of page, to view Auction details for which Techno-Commercially qualified.

The bidders shall participate in auction as per the below mentioned procedure

i) Click on Live Auction Button.

- ii) Click on View button to participate in interested Auction. There is List of qualified Lots in which Bidder can participate against selected Auction.
- iii) Click on Hammer Icon to participate in the respective lot.
- iv) On clicking Hammer Icon, system will show Start price, incremental price and Current price against lot. Current Price will appear as Blank in case no bidder has offered price.
- v) Enter your Price in “My Auction Price” in multiples of incremental value and below Max Seal % value, and then sign it digitally by clicking on Sign Icon and click on submit button
- vi) System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
- vii) On clicking “Refresh” Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show highest amount which any Bidder would have quoted.
- viii) Auction Start / End date & time, Increment value, Max. seal %, Elapse time, Auto-Extension time and other parameters involved in auction shall be intimated to the qualified bidders after opening of financial bid.

As per the configuration defined against the tender cum auction by the tender inviting authority, the system will not disclose the name of the H1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Forward auction process.

Example:

The participation in the auction by qualified bidder(s) is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder

The techno-commercially qualified bidders can participate in auction on the date / time intimated. The base price of the auction is fixed by CMRL (say H1 price). The participating bidders get multiple opportunities to offer their price on incremental basis.

In case of Forward Auction, in order to displace a standing highest bid and to become “H1”, a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %. Bidder shall quote over and above the starting price of auction.

Base price : Rs. 50 (say H1) ; Increment value : Rs. 10 ; Maximum Seal % : 50

In this case a bidder can quote minimum increment amount as $50 + 10 = \text{Rs. } 60$ and maximum increment amount as $50 + 25 + 10 = 85 = \text{Rs. } 80^*$ (as increment value is in terms of 10).

Auto-Elapse time acts as a trigger for auto extension of auction. If a bidder quotes within 5 minutes (say) before the Auction End time i.e. Elapse time, the closing time of auction will be increased by 10 minutes (say) for other bidders to respond i.e. Auto-Extension time. If no bidder quotes within Elapse time, the auction will end once closing time is attained/reached. Bidders can't quote once the auction is closed.

CHAPTER-5

5. GENERAL TERMS AND CONDITIONS

- 5.1** Date of Commencement of License Fee will be 9 months from the date of issue of notice to takeover/ handing over or commencement of business operation, whichever is earlier for Underground commuter amenities centre at Basement 1&2. The License Fee and other charges and taxes shall commence and become payable immediately after fitment period from date handing over/takeover of site or commencement of business operation, whichever is earlier and shall be charged until the termination / completion of agreement. No relaxation or further extension for payment of all the due by the Licensee shall not be considered. The Selected Bidder / Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of scheduled allotted space on date of deemed handing over, if applicable.
- 5.2** The tenderer to quote over & above of the reserve price of the License Fee per sqm per Month in bid BoQ form only through e-tendering portal. License Fee will be escalated at 5% every year from the date of the commencement of License fee, on compounding basis.
- 5.3** License Fees along with other dues shall be payable in advance by the Licensee to CMRL before 15 days of the end of current term.
- 5.4** The License Agreement shall be executed within 30 days of issue of Letter of Acceptance upon receipt of Performance security and advance license fee for 1st quarter.
- 5.5** Within 7 days of issuance of note to takeover / handover, the Licensee and CMRL shall carry out a joint inspection of the property as detailed in Annexure I.
- 5.6** Measurement of actual area: Actual area of licensed space shall be computed as per the as built drawing issued during handover / takeover stage. In case of difference of opinion as to the quantum of actual area, stand of CMRL will be final and binding. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account.
- 5.7** The Successful Bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the Applicable Laws for operation of its business.
- 5.8** 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 an integral part of the development plan of the premises without the prior written permission of CMRL. However, the Licensee can remove movable assets including furnishings, fit outs and facilities belonging to them without causing damage to the structure.

5.9 Licensee will pay Rs. 3100 per sq.m per month on quarterly advance basis for 100 sq.m of space for incidental commercial activity provided to the licensee at the street level. Actual area shall be measured at the time of handing over. If Successful Licensee applies for any additional area at same level for commercial purpose, it may be permitted by CMRL if found feasible (except for banned list of usages as given in Annexure-12), the same may be provided on pro-rata basis of the prevailing license fee of Rs. 3100 per sq.m per month, on sole discretion of CMRL. Decision of CMRL in this regard will be final and binding. The commencement of licensee fee for Incidental commercial activity area shall be from the start of Incidental commercial operation at street level or start of commercial operations in Under Ground Commuter Amenities Centre in Shenoy Nagar Metro Station, whichever is earlier

5.10 Performance security: The performance security of Underground commuter amenities centre (i.e. Basement – 1&2 space) will be accepted in the form of an irrecoverable and unconditional Bank Guarantee to be executed by any nationalized / Indian Scheduled Commercial Bank included in the 2nd schedule of RBI Act in 1934 in favour of Chennai Metro Rail Limited payable at Chennai. The Performance security shall be renewed subsequently for the following year (after completion of 3 year period) with a validity of three years period. The Performance security for the last term shall be kept valid for the license period plus 180 days.

The Performance security for incidental commercial activity will be paid for a value equivalent to 1st year License Fee in the form of RTGS/NEFT mode by the Licensee.

Performance security shall be paid / submitted within 30 days from receipt of LOA and before signing the License Agreement.

5.11 Tenure of License Agreement:

5.11.1 Licensing Rights shall be for an initial period of 12 (twelve) years, may be extendable for a further period of 12 years on mutually agreed terms and conditions.

5.11.2 The Licensee shall have an option to exit from the License Agreement only after three years of lock-in period after issuance of a six month prior notice period to CMRL. In this case, Performance security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.

5.11.3 If the licensee is exiting the License Agreement without issuing 6 months' notice, the Performance security shall be forfeited by CMRL besides recovering other dues if any and Licensee shall not make any dispute or make any claims in this regard.

5.11.4 The Handover of site shall be made after execution of agreement upon receipt of performance security and advance license fee for 1st quarter.

5.12 Renewal of License

5.12.1 At the end of the License period, the License may be renewed on mutually agreed terms and conditions.

5.12.2 Licensee shall communicate in writing its decision to renew or extend the License at

least 6 months prior to expiry of the License Agreement.

5.12.3 In the event that CMRL decides to renew the License, it shall in its communication to the Licensee conveying such renewal, set out the terms of the renewed License, the period of such renewal, the renewed License fee, the renewed performance security, etc.

5.13 Payment of Statutory Dues & Utility Charges

5.13.1 All statutory taxes, statutory dues, local levies, etc. as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities in connection with this License Agreement.

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

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

5.13.4 Utility bills such as electricity, etc. for the licensed space, which will be received in the name of CMRL, has to be paid by the Licensee to CMRL or be paid directly on behalf of CMRL and shall provide necessary proof of such payment.

5.14 Infrastructure facilities such as electricity, water, sewage disposal and Chimney / Exhaust facilities, etc are subject to availability and technical feasibility, the prospective bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non- availability / provision of these facilities. Common tapping point near to the licensed space will be provided based on technical feasibility and from same the Licensee should do the internal distribution network of the built-up spaces including sanitary facilities if necessary on technical feasibility and approval from CMRL. However commercial applicable charges will be collected by CMRL as per norms.

5.15 Maintenance: Complete maintenance and management of commercial & parking space at Basement 1&2 along with Park at street level shall be carried out by the Licensee. Basement 1 (Parking Area - 19,775 sq.m) shall be used for public parking which may be chargeable by Licensee to the users with prior approval from CMRL.

Licensee shall maintain the Park at street level complying to the below terms.

- i. Maintenance of natural ecosystem of the park in clean and proper condition as handed over to the Licensee.
- ii. Carrying out activities: Day-to-Day cleaning, security, hygienic maintenance of toilet, periodic maintenance of equipments and other essential services required for the hassle-free functioning of Park. Except of normal wear and tear other damages to the property of CMRL shall be rectified by the licensee.
- iii. At all times, to afford access to the park to the authorized representatives of CMRL, other persons duly authorized by any Governmental Agency having

jurisdiction over the park, to inspect and to investigate any matter within their authority and upon reasonable notice.

- iv. The licensee shall provide all labor, supervision, equipment, materials and supplies to perform all maintenance services.
- v. Public toilet in park may be chargeable by Licensee to the users as per Chennai corporation norms
- vi. Scope of services: Housekeeping – 2 shifts of 8 hours per day for works such as public toilet cleaning, sweeping of all areas, dusting of fixtures & sign boards, litter pickup and disposal of garbage at designated location and cobweb removal.

Security services – 3 shifts of 8 hours per day for safeguarding the premises.

No entry fee shall be charged for the park. The licensee shall inspect / survey the park premises, facilities, surroundings prior to takeover accepting the premise in their present physical condition and agrees unequivocally not to seek any claim, compensation or any other consideration at later stage. The Park shall be handed over in good condition to the Licensor at the end of license period.

5.16 Insurance: During the license period, the Licensee shall bear the cost, 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. In addition, the licensee shall bear the cost of insuring all the assets of the Licensor including its the movable assets, furniture and fixture. A copy of insurance policy shall be submitted to CMRL 60 days before the expiry of current insurance policy.

CHAPTER 6

6. GENERAL INSTRUCTION FOR ONLINE SUBMISSION OF BIDS

6.1 Submission of bids:

- 6.1.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid on time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.
- 6.1.2 The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 6.1.3 Bidder has to pay online through NEFT / RTGS to CMRL Bank Account as a Bid Security / tender document fee. The UTR number is required to be filled in mandatory information (Annexure-2)
- 6.1.4 Bidder should submit the EMD as per the instructions specified in the tender document. The payment shall be paid online through NEFT/RTGS to CMRL Bank Account as a Bid Security. The UTR number is required to be filled in mandatory information.
- 6.1.5 The server time (which is displayed on the Bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- 6.1.6 All the documents being submitted by the Bidders would be encrypted. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's/bid opener's public keys.
- 6.1.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.1.8 Upon the successful and timely submission of bids (i.e. after Clicking - Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- 6.1.9 It is the Bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-tender website. Under any circumstances, CMRL shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

6.2 General Instruction to Bidders:

- 6.2.1 The bid shall be furnished in the formats mentioned at **Annexure 2 to 11**, clearly

providing the details for fulfilling eligibility criteria. The Tender documents shall be signed by the authorised signatory. The Bidder shall upload all requisite documents as per 6.4 of Tender document, along with Tender documents (i.e NIT, Tender Document, Reply to pre-bid queries, Corrigendum/Addendum etc.)

6.2.2 Bidders are required to deposit non-refundable cost of Tender document along with its Bid.

6.3 The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Financial Bid.

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

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

- Tender document cost – scanned copy of online transaction with date and UTR No. The UTR number is required to be filled and the same needs to be signed and uploaded along with Technical Bid.
- Bid Security - scanned copy of online transaction with date and UTR No. The UTR number is required to be filled and the same needs to be signed and uploaded along with technical bid.
- Annexure-2 Letter Comprising the RFP Bid
- Annexure-3 General information of the Bidder
- Annexure-4A Certificate of the statutory auditor / competent authority with regard to Technical eligibility of the Bidder.
- Annexure-4B Certificate of the statutory auditor with regard to Financial eligibility of the Bidder.
- Annexure-5 Power of attorney of Bidder (duly notarized)
- Annexure-6 Financial bid Form
- Annexure-7 Consortium agreement/Memorandum of Understanding
- Annexure-8 Affidavit
- Annexure-9 Undertaking for responsibility
- Annexure-10 Undertaking for downloaded tender document
- Annexure-11 Undertaking for not being banned for business by any govt. Organization / PSU / etc.
- Attested copies of Memorandum and Articles of Association in case of

companies along with Company Incorporation certificate or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of Partnership Firm or a Limited Liability Partnership Firm.

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

6.4 Financial Bid:

- 6.4.1 The bidder shall quote over & above the reserve price. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time.
- 6.4.2 The system will accept only the last submitted bid. Bidder can find out the status of his tender online, any time after opening the bids.
- 6.4.3 The bidder shall not rename the BoQ file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.
- 6.4.4 The bidder shall carefully quote in the Financial Bid. Incomplete quotes will lead to disqualification. The bidder quoting below the reserve price is summarily rejected.
- 6.4.5 Withdrawal of bid: The Bidder may withdraw a submitted bid before the closure of bid submission date and time.
- 6.4.6 Note: Basement 1 (Parking Area - 19,775 sq.m) shall be used for public parking and maintained by the successful bidder. The bidder shall quote the bid amount for Basement 2 (Commercial area - 19,775 sq.m)

6.5 Auction:

- 6.5.1 Subsequent to financial bid opening, Auction process shall start on the date & time notified to the qualified bidders.

6.6 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.

6.7 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.

6.8 Site Visit: Bidders may carry out detailed survey / inspection of the space of the CMRL before submission of bid with the prior written consent of CMRL.

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

6.9.1 Made a complete and careful examination of the bidding documents;

6.9.2 Received all relevant information from CMRL;

6.9.3 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;

6.9.4 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;

6.9.5 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;

6.9.6 Acknowledged that it does not have a conflict of interest; and

6.9.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.

6.10 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.

6.11 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.

6.12 Amendment of Tender Document:

6.12.1 At any time prior to the Bid due date, CMRL may, for any reason, modify the Tender document by the issuance of Addendum/ Corrigendum.

6.12.2 Any Addendum/Corrigendum issued hereunder shall be uploaded on <https://eprocure.gov.in/eprocure/app>.

6.12.3 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.

6.12.4 The Bidders are requested to get in touch with <https://eprocure.gov.in/eprocure/app> for all updates on the Tender Document such as addenda, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

6.13 Preparation and Submission of Bids

6.13.1 Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender document as per the format.

6.13.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.

6.13.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format with digital signatures and after uploading the mandatory scanned copy of online transaction details submitted towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document.

6.13.4 The Bidders have to produce such original documents as may be sought for by CMRL. The failure of the Bidder or Licensee to furnish the said original documents will empower CMRL to summarily reject their bid.

6.13.5 Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.

6.13.6 The Bidders should carefully note and ensure the following instructions:

- That the complete tender Document has been downloaded.
- In case of any correction/addition/alteration/omission in the Tender document as made available by CMRL, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

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

6.15 Modification, Substitution and Withdrawal of Tenders: A tenderer may withdraw,

substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender validity period would result in forfeiture of the EMD. In the event of withdrawal before tender submission date, the EMD shall be refunded without interest within 45 days from the date of receipt of withdrawal.

Surrendering of license after payment of Performance security even without taking possession of space shall lead to forfeiture of Performance security and all other payments made by the successful Bidder/ Licensee. The successful Bidder / Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

- 6.16 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CMRL in relation to or matters arising out of, or concerning the Bidding process. CMRL shall treat all information, submitted as part of bid, in confidence and shall require all those who have access to such material to treat the same in confidence. CMRL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CMRL or as may be required by law or in connection with any legal process.
- 6.17** This Tender Application form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. Chennai Metro Rail Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. Information provided hereunder is only to the best of the knowledge of CMRL. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 6.18** It shall be noted that CMRL will not discuss any aspect of the selection process. Applicants will be deemed 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 shall stand final. Applicants are advised that the selection process will be entirely at the discretion of CMRL.
- 6.19** For any query from Applicants, CMRL reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that CMRL have not responded to any query or not provided any clarification. Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However, CMRL may ask for any supplementary

information, if deemed so.

Applicants will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, CMRL may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of CMRL. In such a case CMRL shall forfeit the EMD (if any) and Performance security (if any) held with CMRL. The tenderers are required to download the Addendum, Corrigendum and pre-bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>.

- 6.20** No Bidder shall submit more than one Bid for this tender document. Any firm, which submits or participates in more than one Bid for the said tender shall be disqualified and shall also cause the disqualification of all the Consortium/JVs in which it is a Member.
- 6.21** Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.22** Interest free EMD: Bidders have to deposit, along with the Bid, a refundable interest free EMD as mentioned in Clause 2.5 of the tender document. Payment of Bid Security is to be made only by RTGS / NEFT. No other mode of payment shall be accepted. The details of bank account of CMRL for payment of Bid Security are mentioned in clause 2.7 of NIT. The bid offer shall be valid for a period not less than 180 days from bid submission date. The interest free EMD of all Bidders shall be refunded after award of License, without payment of any interest thereof. The Bid shall be summarily rejected if it is not accompanied by the Interest free EMD.

The Bid Security/EMD shall also be forfeited:

- 6.22.1 If the Bidder withdraws his Bid at any stage after last date of submission of tender
- 6.22.2 Does not accept the correction of errors
- 6.22.3 If the Selected Bidder fails to make the payments (as per Clause 7.5) within the time specified in this Tender document, or any extension thereof granted by CMRL;
- 6.22.4 If the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance security within the time specified or extended by the CMRL, or if the Bidder does not accept any arithmetic corrections to his Tender price and consequently does not deposit any additional deposit that may have to be made, as per the relevant clause in the Tender document.
- 6.23** The Bid and all communications in relation to or concerning the bidding documents and the Bid shall be made in English language.

CHAPTER: 7

7. Evaluation of Bids

7.1 Tender Opening:

- 7.1.1 The tenders shall be opened online by the opening committee comprising of members as per the delegation of powers decided by CMRL on due date and time of tender opening. No Bidder shall have the right to challenge the decision of the Committee.
- 7.1.2 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.
- 7.1.3 On opening of the Bid, CMRL will first check the cost of the 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 shall not be considered.
- 7.1.4 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.
- 7.1.5 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.
- 7.1.6 After evaluation of Technical Bids, only eligible Bidders who have participated in the tender will be informed regarding the acceptance of their technical proposal. Thereafter, a system generated e-mail confirmation will be sent to the successful Bidders communicating the date and time of opening of financial bid.

7.2 Evaluation of Financial Proposals:

- 7.2.1 The price-bid of the successful Bidders (qualified in technical bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).
- 7.2.2 The bidder quoting below the reserve price is summarily rejected. In case of differences arising in the terms and conditions of the tender documents, the decision of CMRL shall prevail.

- 7.2.3 The system will generate a comparative statement.
- 7.2.4 Subsequent to opening of financial bid, auction process shall start on the date and time as intimated to the qualified bidders. The start price of the auction will be the price offered by H1 bidder in the financial bid. The final H1 bidder will be declared after completion of auction.
- 7.2.5 To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 7.2.6 If the submitted documents do not meet the tender requirements, then the Financial Bid of the said Bidder shall not be considered for evaluation.
- 7.2.7 While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees / representatives on matters related to the bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
- 7.2.8 The Bidder who is technically eligible and quotes the highest amount of License Fee per Sqm per Month (i.e H1) may be considered for licensing of Underground commuter amenities centre, after assessment by CMRL.
- 7.3 Bid Variable:** The Bidder shall quote the Amount of License Fee per Sqm per Month for licensing of Underground commuter amenities centre. If there is a discrepancy between words and figures, the amount in words shall be considered for evaluation.
- 7.4** Letter of Acceptance (LOA) shall be issued, in duplicate, by CMRL to the successful Bidder and the successful Bidder shall, within seven days of the receipt of the LOA, shall duly signed with stamp as a token of unconditional acceptance and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, appropriate the Interest free Bid Security of such Bidder as damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- 7.5** The successful Bidder is required to deposit Quarterly advance license fee along with the required Performance security within 30 (Thirty) days from the receipt of Letter of Acceptance (LOA). In case the Bidder fails to submit Performance security as specified, an extended period of 15 days along with a penal charge for late payment of Performance security shall be paid with an interest rate of 24% per annum.
- No further request for extension in making payment of Performance security amount will be considered. The LOA will stand cancelled and the Bid Security submitted will be forfeited by Chennai Metro Rail Limited. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
- 7.6** After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected

Bidder shall execute the License Agreement within the period prescribed in Tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

- 7.7** In case of failure on the part of successful Bidder to sign the License Agreement within the stipulated time, the CMRL shall retain the right to cancel the LOA and forfeit the Bidder's tender security (EMD) and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.
- 8** Notwithstanding anything contained in this Bid document, CMRL reserves the right to accept or reject any Bid offer and to annul the bidding process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that CMRL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder. CMRL reserves the right not to return or disclose any documents that are submitted along with this tender.

CHAPTER: 8

8. FRAUD AND CORRUPT PRACTICES

- 8.1** Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during bidding process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CMRL may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, CMRL shall be entitled to forfeit & appropriate Bid Security or Performance security, as the case may be, as damages, without prejudice to any other right or remedy available to CMRL under Bidding Documents and/ or License Agreement, or otherwise.
- 8.2** Without prejudice to the rights of CMRL and the rights and remedies which CMRL may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by CMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender issued by CMRL for a period of 3 (three) years from the date such Bidder is found by CMRL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8.3** For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
- 8.3.1 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.
- 8.3.2 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;
- 8.3.3 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;
- 8.3.4 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
- 8.3.5 Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full

and fair competition in the bidding process.

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

8.4.1 At any time, a material misrepresentation is made or uncovered, or

8.4.2 The Bidder does not provide, within the time specified by CMRL, the supplemental information sought by CMRL for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

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

CHAPTER: 9

9. MISCELLANEOUS

9.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process. Dispute of any nature would not be entertained by CMRL with regard to the bid process or selection of the licensee. Even in cases where CMRL asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful Bidder and CMRL shall be settled as per the dispute resolution procedure elaborated in the draft License Agreement. The courts at Chennai shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

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

- 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;
- Consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to CMRL by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

9.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases CMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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

a) License Agreement

b) Tender Document;

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

ANNEXURE-1

DETAILS OF THE PROPERTY

1. Area Statement

| S.No | Floor Level | Area (Sqm) |
|------|-------------------|---------------|
| 1 | Basement Floor-1 | 19,775 |
| 2 | Basement Floor-2 | 19,775 |
| | Total Area | 39,550 |

| S.No | Floor Level | Area (Sqm) |
|------|--------------|------------|
| 1 | Street level | 100 |

2. Drawings

Enclosed separately

3. Facilities provided for East & West wing (Lower & Upper basement) and Street level

a) Fire Protection system

i) Two jockey pump to maintain system pressure (Electrical Driven, 1 No for Sprinkler and 1 No for Hydrant) with discharge capacity of 10.8 Cu.m/hr and head of 141 mtr.

ii) Two Main Fire pump (Electrical Driven, 1 No for Sprinkler and 1 No for Hydrant) with discharge capacity of 171 Cu.m/hr and head of 141 mtr.

iii) One Standby Fire pump (Diesel Engine) with discharge capacity of 171 Cu.m/hr and head of 141 mtr

iv) One Water curtain pump (Electrical driven) with discharge of 96 Cu.m/hr and head of 141 mtr.

v) Each Single outlet with 2 nos. of 15 metre hose with couplings (8 nos. riser with 1 no. hose reel with 30 metre length rubber hose of ¾" dia)

vi) Automatic Sprinkler System - A system of water pipes fitted with sprinkler bulbs at suitable intervals and heights.

vii) Fire Extinguishers

b) Lifts & Escalators

i) 8 nos. of Passenger lift with capacity of 13 pax (884 kg)

ii) 8 nos. of Service lift with load carrying capacity of 544 kg.

iii) 8 nos. of Escalator

c) CCTV

i) HD Resolution 1920×1080 Network 2MP IR dome Camera, HD Resolution 1920×1080 Network 2MP IR Bullet Camera, 43' MONITOR, 18 Channel POE Switch with Spanning Tree Protocol & 8TB Surveillance HDD with a quantity of 45 Nos

- ii) CAT6 Cable and Fiber Optic Cable Armoured with a quantity of 350 rmt.
- iii) 25mm GI Conduit with necessary junction boxes, bends, clamps, etc., with a quantity of 300rmt

d) HVAC

i) VRF Outdoor Unit, AHUS with HRW, split Indoor unit , UVGI Lamp, UV lamps, refrigerant copper pipes, nitrile rubber insulation, Duct, Rockwool insulation, Fiberglass insulation, Smoke Extraction Vane Axial type, Make up air Vane Axial type, Axial fan Vane Axial type, Wall Propellor fans, Air curtain, VFDs, Grills, Diffusers, VCD and smoke Dampers.

e) Electrical

i) Cable Trays, Conduits, LT Cables, HT Cables, Dry Type Transformer, Sandwiched Bus Duct, DG Set, Wires, Distribution Boards, LT Panel, HT Panel, UPS & Batteries and Harmonic Filter Panel

f) Plumbing

i) CI pipe, UPVC Pipes, Hydro pneumatic and Submersible Water pump, CPVC Pipe, Butterfly Valve, Ball Valve, Sanitary and CP Fittings.

g) IBMS

- i) Access control system - Proximity Card reader, 2 Reader Access Door Control Panel with power cord, SMPS 12VDC 2-point 5 Amp, Exit Push Button, Emergency Break Glass Unit, single door electromagnetic lock, LED indicator with necessary contact, double door electromagnetic lock, LED indicator with necessary contact and L brackets for suitable EM Lock & doors.
- ii) PA system - 6W dual cone Ceiling speaker, 6W Wall Mount Wooden Box Cabinet Speakers, 480W Power Amplifier, 8 Zone expander and 32 U Rack Floor / wall Mountable
- iii) Fire Alarm system - 4 Loop cards in the existing 10 Loop Fire Alarm Control Panel, Repeater Panel, Addressable Multi-criteria Photo-Thermal Detector, Backbox for above Multicriteria Detectors, Addressable Photo-Thermal smoke Detector, Multicriteria Detectors, Addressable Control Module for Sounder cum Strobes, Backbox for Control Module, Addressable Manual Call Point pull type, Manual Call Point, Addressable Monitor Module for Sprinklers, Backbox for Monitor Module, Addressable Sounder cum Strobe, sounder cum strobe, Addressable Relay Module for AHU, Access Control, Lifts, Staircase Pressurization, Fire Suppression, Back box for Relay Module, Addressable Isolator Module, Backbox for Isolator Module, Addressable Control Module, Backbox for control module, Addressable Fire Fighter's Telephone Jack, Backbox for Telephone jack, Fire Fighter's Telephone Handset, Fire Phone storage cabinet, response indicators ,Power Supply 24V DC unit for hooter cum strobe and Backbox for Retail Terminal Box.
- iv) CCTV - HD Resolution 1920×1080 Network 2MP IR dome Camera, HD Resolution 1920×1080 Network 2MP IR Bullet Camera, 43' MONITOR, 18 Channel POE Switch with

Spanning Tree Protocol & 8TB Surveillance HDD with a quantity of 45 Nos

h) BMS

i) Operating window - Microsoft windows 12 professional or higher 64bit OS Processor – i5, RAM – 8 GB, Hard disk – 1 TB ,Monitor - 32" LED Monitor, Mouse & Keyboard - Wired USB ports, HDMI DVD,

ii) Web based graphical interface software,

iii) System integration unit consisting of microprocessor-based controller units,

iv) DP switch across AHU filter, duct type temperature sensor, wall type temperature sensor, Car park RS 485 Modbus compatible CO sensor, ambient temperature and RH sensor, Hydrogen sensor, IAQ Sensor, Level Switch, Cable float switch Sewage Tank(Slurry), 8 port non-PoE unmanaged switch, Supply of On/Off type 230 V 9NM Torque actuator for the fire damper, Supply of On/off type 230 V 12NM Torque actuator for the fire damper,

v) CPRI Certified IEC 61439 Wall Mounted PLC Panel with 7" Display Arrangement for activating the VFD driven CPV exhaust Fans - 3 nos, DOL driven Jet Fans 18 Nos, CO sensors 18 Nos, Operation - Dilution Mode, Normal Mode & Fire Mode, Fire overriding Logic should be possible. PLC shall have RS 485 - BMS compatibility (4C x 1.5 PLC for Jet fans 18 Nos, 4Cx 1.5 PLC for Exhaust fans 3 Nos, 230 Power supply 3C X 2.5 Cu cable)

vi) Hot dip galvanized GI cable Trays 150mm, GI cable Trays 450mm and GI cable Trays 600mm

ANNEXURE-2

LETTER COMPRISING THE BID

(On Official letterhead of the Bidder)

NIT No: CMRL/BD/PD-SSN/2022/423/01

Date:

To

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

Sub: Tender for Licensing Rights of Underground commuter amenities centre at Shenoy Nagar

Sir,

With reference to above subject, I/we, having examined the bidding documents and understood their contents, hereby submit my/our Bid for the aforesaid licensing for commercial & parking activities in Underground commuter amenities centre space as described in Annexure 1 on fixed License Fees basis. The Bid is unconditional and unqualified.

- 1) I/ We acknowledge that CMRL shall be relying on the information provided in the bid and the documents accompanying the bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the bid.
- 3) I/ We acknowledge the right of CMRL to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/ We declare that:
 - a) I/ We have examined and have no reservations to the bidding documents, including Addendum/ Corrigendum, if any, issued by CMRL; and
 - b) I/ We do not have any conflict of interest in accordance with provisions of the tender document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any bid or request for proposal issued by or any agreement entered into with CMRL; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- 5) The undertakings given by me/us along with the application in response to the tender for the above subject were true and correct as on the date of making the tender application and are also true and correct as on the bid due date and I/we shall continue to abide by them.
- 6) I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
- 7) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMRL in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
- 8) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 9) I/ We have studied all the bidding documents carefully and also surveyed the CMRL Underground commuter amenities centre space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or relating to the Bidding process including the award of License Agreement.
- 10) I/ We offer due Interest free EMD to CMRL in accordance with the tender Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope and marked as –Enclosures of the Bidll.
- 11) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
- 12) The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addendum /corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 13) I/ We agree and undertake to abide by all the terms and conditions of the tender document.
- 14) I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labour laws and indemnify CMRL fully against any issues arising out of noncompliance of applicable laws.
- 15) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due

Date specified in the RFP.

- 16) The Tender document fee online transaction scanned copies are being enclosed as per the following details:

| Sl. No | UTR No. | TRANSACTION OF UTR DATE & TIME | APPLICATION COST in Rs |
|---------------|----------------|-------------------------------------------|-------------------------------|
| | | | |

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

| Sl. No | EMD UTR No. | TRANSACTION OF UTR DATE | EMD AMOUNT |
|---------------|--------------------|--------------------------------|-------------------|
| | | | |

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

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

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-3

GENERAL INFORMATION OF THE BIDDER

(On official letter head of the company)

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) E-Mail
 - g) Address
3. In case of Consortium/JV:
 - a) The information above (1 & 2) shall be provided for all the members of the consortium.
 - b) Information regarding role of each member :

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

**Specify whether Lead Member / Ordinary Member*

Signature

(Name of the Authorised Signatory)

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

Place:

Date:

ANNEXURE-4 (A)

TECHNICAL ELIGIBILITY

(On the letter head of the auditor / Competent Authority)

I / We have verified and certify that M/s _____, has Owned / Leased & Subleased / Leased & Occupied the below mentioned real estate development.

| S.No | Building Name and Description | Location | Leased / Licensed / Owned Sqm | Lease / License Start Date | Lease / License End Date |
|------|-------------------------------|----------|-------------------------------|----------------------------|--------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| | Total | | | | |

Signature and Seal of Competent Authority
indicating his/her membership number

ANNEXURE-4 (B)

FINANCIAL ELIGIBILITY

Certificate of Chartered Accountant with regard to eligibility of the Bidder

(On the Letterhead of the Chartered Accountant)

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

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

| Name of Bidder or member of JV/CONSORTIUM | Turnover | | | |
|-------------------------------------------------|----------|---------|---------|---------|
| | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| Name of Bidder or member(1) of JV/CONSORTIUM | | | | |
| Name of Bidder or member(2) of JV/CONSORTIUM | | | | |
| Name of Bidder or member(3) of JV/CONSORTIUM | | | | |
| TOTAL | | | | |

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

Signature & Seal of Chartered Accountant
indicating his/her membership number

POWER OF ATTORNEY OF BIDDER (DULY NOTARIZED)

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

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

(Signature)

(Name, Title and Address) of the Attorney

For

Accepted

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board Resolution passed for this purpose only in case of company.

ANNEXURE-6

FINANCIAL BID FORMAT

(Available at <https://eprocure.gov.in/eprocure/app>)

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

ANNEXURE-7

CONSORTIUM AGREEMENT/MEMORANDUM OF UNDERSTANDING

This Consortium Agreement/Memorandum of Agreement is executed at-----on this _____day of_____, 2022.

BETWEEN

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

AND

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

AND

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

Whereas Chennai Metro Rail Limited (hereinafter referred to as CMRL) has invited Bids for the -Licensing of Underground commuter amenities centre at Shenoy Nagar 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 Consortiumfor which the Bid has been floated by CMRL.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for –Licensing of Underground commuter amenities centre space at Shenoy Nagar 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 – Underground commuter amenities centre space in case the Consortium turns out to be the successful Bidder in the bid being invited by CMRL for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for –Licensing of Underground commuter amenities centre .
4. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member M/S _____ shall have _____% percent of shareholding with reference to the Consortium for this specified license agreement.
 - (ii) The Participant Member M/S _____ shall have _____ (%) of shareholding with reference to the Consortium for this specified License Agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of CMRL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial & parking 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.

Signature, name and designation of the Authorised signatory

Name and seal of Lead Member

Signature, name and designation of the Authorised signatory

Name and seal of Consortium Member 1

Signature, name and designation of the Authorised signatory

Name and seal of Consortium Member 2

Date:

Place:

ANNEXURE-8

AFFIDAVIT

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 100)

I, ----- (insert designation) S/o. -----, resident of ----- the 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 to this Affidavit on behalf of the Bidder/ Consortium Member.
- 2) I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as CMRL) Tender for licensing of Underground commuter amenities centre space (hereinafter referred to as Underground commuter amenities centre) I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by CMRL.
- 4) I say that if any point of time including the License period, in case CMRL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of CMRL.
- 5) I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6) I state that all the terms and conditions of the Tender document have been duly complied with.

DEPONENT

VERIFICATION:-

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

DEPONENT

ANNEXURE-9

UNDERTAKING OF RESPONSIBILITY

On Rs. 100/- stamp paper duly notarized.

As a Lead Member of the consortium of ___ companies – namely (Complete name with address) jointly & severally undertake the responsibility in regards to the License Agreement with CMRL in respect of Licensing of Underground commuter amenities space:-

- 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 Underground commuter amenities space.
- 2) That, all consortium members are jointly or severally responsible for all commitments/ liabilities/ dues etc to CMRL.
- 3) That, we further confirm that, the stake holding of Lead Member- (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the 12 (twelve) years license period.
- 4) We also confirm that our consortium was made on _____ (Date) for seeking, licensing rights of Underground commuter amenities space 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 _____

ANNEXURE-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

(On official letter head of the company)

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

Company Name _____

Name_____

Signature_____Date:_____

Postal Address _____

E-Mail ID _____

Phone_____FAX _____

Company Seal:

ANNEXURE-11

**UNDERTAKING FOR NOT BEING BANNED FOR BUSINESS BY ANY GOVT.
ORGANISATION / PSU / ETC.**

(On official letter head of the company)

I/We hereby declare, confirm and undertake that:

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.

2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.

ANNEXURE-12

LIST OF USAGES BANNED/ NEGATIVE LIST

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

DRAFT LICENSE AGREEMENT

Agreement No _____ of Year

THIS AGREEMENT is executed on this _____ day of 2022 at Chennai

BY AND BETWEEN

The Chennai Metro Rail Ltd. incorporated under the Companies Act-1956/2013 having its administrative office at Admin Building, CMRL Depot, Ponamallee High Road, Koyambedu, Chennai – 600107, India, represented by _____(Designation) hereinafter referred to as the Licensor or CMRL (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the First Party

AND

M/s. _____, having its registered office at and represented by _____(PARTNER / LLP / COMPANY / CONSORTIUM), hereinafter referred to as Licensee (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second party.

WHEREAS

- a) CMRL, with a view to augmenting its revenues through non-operating revenue, had invited an open bid from interested parties. Based on the receipt of tender document as submitted by the Bidder, a successful Bidder (herein after referred to as Licensee) has been selected for assigning Licensing rights of Underground commuter amenities centre admeasuring area _____ sq.m & ___ sq.m for incidental commercial activity at street level located at Shenoy Nagar Metro Station
- b) CMRL has agreed to provide to the Licensee, commercial & parking utilization and Licensing Rights of Underground commuter amenities space (pre identified by CMRL and herein after referred to as Underground commuter amenities centre), on payment of License Fee, performance security and other charges to CMRL on the terms and conditions hereunder contained in this License Agreement.
- c) Licensee shall develop, manage, operate and maintain (including MEP), market the space allotted to them by CMRL as specified in this Agreement at its own cost.

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

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

be in the order:

- 1) This Agreement
- 2) Letter of Acceptance No. _____ dated _____.
- 3) The written clarifications and addenda / corrigenda issued to the Bidders
- 4) Request for Proposal including the Draft License Agreement
- 5) Any other document of CMRL and Licensee forming part of the Bidding process.

B) The Licensee hereby covenants as follows: -

- i) Licensee hereby assumes responsibility for the licensed space (referred to in Annexure I below). Licensee shall inter alia be responsible for the management operation, maintenance and marketing of the licensed space as specified in this Agreement at its own cost. The plans, proposals, ideas and suggestions proposed by the Licensee with reference to the licensed space, are subject to approval by CMRL with regard to operational feasibility, aesthetics, and safety and security concerns. The Licensee shall not and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration for same.
- ii) Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from CMRL in this regard.
- iii) The Licensee confirms having examined the location of the licensed space and other connected issues pertaining to the RFP in detail and fully understands and comprehends the technical requirements of the space. The Licensee also confirms full satisfaction as to the business viability of licensing the space and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and/or other amounts due to CMRL under this License Agreement.

C) That CMRL and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

ARTICLE 2 DEFINITIONS

- a) **“Agreement”** means this License Agreement to be executed between CMRL and the Selected Bidder in the format approved by CMRL and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the licensed space and the contract during the subsistence of this Agreement.
- d) **“As is where is basis”** means LICENSEE shall be licensed the said licensed space, equipment’s, installations, fittings and fixtures on ‘as is where is basis‘ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of CMRL in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed spaces rather LICENSEE shall be required to hand over the licensed spaces in original condition at the end of license period
- e) **“Bidder”** means any entity which is a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company having its registered office in India either under the Companies act 1956 or the Companies Act, 2013 or a combination of the above in the form of Joint Venture (JV) or a Consortium etc. which is submitting its bid pursuant to Tender Documents.
- f) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by CMRL to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the bid notice in accordance with the provisions thereof.
- g) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law
 - c) Any change in the rate of any Tax.
- Provided that Change in Law shall not include:
- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- h) **“CMRL”** means Chennai Metro Rail Limited, a joint venture of Govt. of India and Govt. of Tamil Nadu incorporated under the Companies Act, 1956/2013.

- i) **“Commencement Date”** means the date of commencement of License Fee after expiry of fitment period subsequent to handing over of the premises or commencement of business operation, whichever is earlier (End of Rent-Free Period).
- j) **“Commuter amenities centre”** means the parking & commercial space at basement – 1&2 in Shenoy Nagar metro station given on a license basis by CMRL to the licensee under and in accordance with this License Agreement.
- k) **“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 Performance security.
- l) **“Handover Date”** means the date of Handover of the said commuter amenities space on As is where is basis by the licensor to the licensee as detailed in Annexure 1.
- m) **“Incidental Commercial Activity”** means space provided to the licensee at street level for commercial activities.
- n) **“License”** means the permission granted by CMRL to the successful Bidder for commercial & parking activity, for a License Fee based on the terms and conditions of the License Agreement.
- o) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with CMRL pursuant to the conclusion of the bidding process.
- p) **“Licensor”** shall mean CMRL, its assigns, its successors in interest or any other body corporate which may be authorized in writing by CMRL to act on its behalf.
- q) **“License Fee”** means the amount payable by the licensee to CMRL for Underground commuter amenities centre at Basement-1&2 and Incidental commercial activity at street level as per terms and conditions of the License Agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the licensee as per prevalent law.
- r) **“License Period”** means an initial period of 12 years with three years of lock in period from the commencement date.
- s) **“Performance security”** means performance security to be furnished by licensee to CMRL as per terms and conditions of License Agreement, to be released after successful completion of license period.
- t) **“Selected Bidder”** means the Bidder who has been selected by CMRL, pursuant to the bidding process for award of License.
- u) **“Sub-licensee”** means an entity to whom the selected licensee may at his option sub-license the licensed space
- v) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- w) **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier

ARTICLE 3

INTERPRETATION

In this Agreement, unless the context otherwise requires,

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

last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

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

LAW

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

ARTICLE 4

GRANT OF LICENSE OF PROPERTY

4.1. LICENSED SITE

- 4.1.1 Actual area of licensed space (Total Built-up Area) shall be decided based on as built drawing issued during handover / takeover stage, and the decision of the Licensor shall stand final. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account. In case there is any variation between total built-up area as mentioned in the bid document and actual area of handover, the License Fee shall be adjusted on pro-rata basis accordingly.
- 4.1.2 The Licensee, subject to complying with the terms and conditions of this Agreement, shall have the use of the Site during the License Period in accordance with the terms of this Agreement and limited for the purpose mentioned by the Licensee. The Licensee shall not use the Licensed space for any other purpose. However if the licensee intends to utilise the licensed space for any other purpose other than what is mentioned is subject to the approval of CMRL. Also, the licensee hereby accepts unconditionally and unequivocally that this shall not limit any liability or the responsibility or be a cause to seek any penalty, damages or charges in any form or to seek extension of due dates for payments by the licensee.
- 4.1.3 The Licensee shall confine its operations to the licensed space. The Licensee shall take all necessary precautions to keep persons and equipment within such areas, and to keep and prohibit them from encroaching, damaging or degrading or affecting adversely the neighboring/CMRL/LICENSOR areas or otherwise cause any interference to the employees, representatives and agents of CMRL/LICENSOR & Neighboring party.
- 4.1.4 If there is a non-compliance of the above observed by CMRL/LICENSOR, CMRL/LICENSOR shall issue a notice to rectify the non-compliance within a stipulated time. If the non-compliance is not rectified within the stipulated time, an appropriate fine for each infringement, shall be imposed by CMRL/LICENSOR, along with additional time for rectification of such infringement.
- 4.1.5 The Licensee is required to introduce and observe at all times, appropriate measures for safety, security and orderliness on the premises granted to the Concessionaire/Licensee. The Licensee shall also submit necessary safety policy which will be submitted to CMRL/LICENSOR for verification.

4.2. LICENSE PERIOD

- 4.2.1 The access to the site shall be granted to the successful Bidder immediately from the date of execution of the License Agreement (commencement date) which shall be executed within a period of 30 days from the payment of Performance security and advance license fee for 1st quarter by the successful Bidder to the CMRL (hereinafter referred to as Commencement Date).
- 4.2.2 The License granted under the License Agreement shall be valid for an initial period of 12 years from the commencement of license period or if the License Agreement is terminated by the CMRL at their sole discretion. The Handover of site shall be made after receipt of License fees and renewed performance security. Based on the performance during initial period, extension may be granted for a further period of 12 (twelve) years on mutually agreed terms and conditions. On termination of License, the licensed area will transfer to the possession of CMRL.
- 4.2.3 At the end of the License Period or sooner determination of this Agreement for any reason whatsoever all rights given under this License Agreement shall cease to have effect and the Licensed Area with all the furniture and fixtures and other assets permanently attached to the licensed area shall revert to CMRL without any obligation on part of CMRL to pay or adjust any consideration or other payment to the Licensee. No claim, compensation or damages shall be entertained by CMRL on this account.
- 4.2.4 CMRL shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- 4.2.5 If the Licensee exits the License Agreement without giving six months prior notice to CMRL the Performance security shall be forfeited by CMRL besides recovering other dues including License fee.
- 4.2.6 No partial surrender or downsizing of a portion or whole floor or part of the licensed space is permissible during the tenure of the Agreement. For the avoidance of doubt, it is specifically clarified that the license fee is applicable on the total built up area irrespective of the usage or lack thereof of the total built-up area by the licensee.
- 4.2.7 For the purpose of clarification, at the end of the License Period, on any ground whatsoever, the CMRL shall have the absolute right to run the licensed space on their own, or re-License to any third party or to manage it in any other manner as they may deem fit in their sole discretion.

- 4.2.8 If at any time the Licensee wishes to exit the Agreement, they shall do so by giving notice period of 6 months for premature termination of the License.
- 4.2.9 CMRL has the right to prematurely end the License if the Licensee/ sub - Licensee / both do not follow the terms of this contract
- 4.3. LOCK-IN PERIOD:** Both parties hereby agree and confirm that the initial 3 (three) year of this license term shall be treated as the Lock-in period for Underground commuter amenities centre at Basement 1&2. Both parties shall not be entitled to terminate the License unless there has been a breach of the obligations as set out under this deed during this lock in period. It is further agreed that there will be no lock in period for any extension of the license as specified in Clause 4.2.
- 4.4. RIGHT TO SUB-LICENSE**
- 4.4.1 The Licensee shall be entitled to Sub-license the licensed space to any person or entity (the Sub-Licensee) with an intimation and prior written approval by CMRL, after adding the necessary structures and utility services. The Sub-Licensee's right shall be subject to the Licensee's right over the Licensed premises. The Sub- Licensee shall not have any independent right over the licensed premises.
- 4.4.2 The Sub-License shall however be for the use of the licensed space, during the subsistence of the License Period only with a clear stipulation that all such Sub-License granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-Licensee, and further such Sub-Licensee shall not have any claim or seek any compensation from CMRL for such termination.
- 4.4.3 The Licensee shall prepare a draft standard format of the Sub-license agreement, which will be required to be signed by the Sub-Licensee for use of the subject licensed space. Prior written approval of CMRL shall be obtained by the Licensee in respect of such standard draft. CMRL may specify certain covenants to be incorporated in the sub-License agreement to protect their interests. Only after such covenants are incorporated in the sub-License agreement, the Licensee shall be entitled to enter into Sub-License agreement and shall be required to submit copies of each such Sub License to CMRL for verification and record. In case of any deviation from the above-mentioned standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of the CMRL before entering into an agreement with a Sub-Licensee. CMRL reserves the sole right not to give consent/approval to such a request and no compensation or claim will be

entertained in this regard.

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

ARTICLE 5

LICENSE FEE

- 5.1.** License fees for first quarter shall be paid within 30 days from the date of issue of notice by CMRL to the Licensee to take over the commercial space. Date of commencement shall be considered from completion of fitment period of commercial space or commencement of business operation, whichever is earlier. The Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of the licensed space on date of deemed handing over, if applicable.
- 5.2.** The vacant space as mentioned in Annexure-I, shall be handed over on “as is where is basis” by the date of execution of license agreement.
- 5.3.** Actual area of license space (Total Built-up Area) shall be decided based on as built drawing issued during handover / takeover stage, and the decision of the Licensor shall stand final. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account. In case there is any variation between total built-up area as mentioned in the bid document and actual area of handover, the License Fee shall be adjusted on pro-rata basis accordingly. The Licensee voluntarily agrees not to seek any claim compensation or any other consideration on this account. The Licensee shall be bound to take over the space as per the actual area. Moreover, the successful Bidder/ Licensee shall not be entitled to demand reduction in area.
- 5.4. LICENSE FEE**
- 5.4.1** The License Fee per month per sqm area of space shall be as quoted by the Licensee in BoQ - Bid Form.
- 5.4.2** Along with License Fees, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity and water consumption charges, damages /penal charges if applicable, pending arrears if any, etc. as applicable from time to time.
- 5.4.3** Licensee will pay Rs. 3100 per sq.m per month on quarterly advance basis for 100 sq.m of space for incidental commercial activity provided to the licensee at the street level with an escalation of 5% per annum on compounding basis. Actual area shall be measured at the time of handing over. If Successful Licensee applies for any additional area at same level for commercial purpose, it may be permitted by CMRL if found feasible (except for banned list of usages as given in Annexure-12), the same may be provided on pro-rata basis of the prevailing license fee of Rs. 3100

per sq.m per month, on sole discretion of CMRL. Decision of CMRL in this regard shall be final and binding. The commencement of licensee fee for Incidental commercial activity area shall be from the start of Incidental commercial operation at street level or start of commercial operations in Under Ground Commuter Amenities Centre in Shenoy Nagar Metro Station, whichever is earlier.

- 5.4.4 The License Fee for subsequent quarters shall be paid to CMRL on Quarterly basis in advance to CMRL before 15 days of end of present term (current quarter) without expecting any specific demand notice from CMRL.
- 5.4.5 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. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of the authorized representative of the Licensor.
- 5.4.6 Licensee shall advise the details of payment deposited with CMRL. In the case of non-submission of such details, initially Third-Party dues i.e. statutory dues/liabilities shall be settled (mandatory liabilities of CMRL), then others dues/liabilities like electricity, other utility charges, etc, if not paid by the Licensee and lastly License fee shall be accounted for.
- 5.4.7 The License Fees shall be increased by 5% on compounding basis every year from the date of commencement of License fee.
- 5.4.8 Allotted space which has been handed over to the Licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost.
- 5.4.9 If the Licensee fails to pay or partly pay the License Fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 30 days cure notice period will be given to pay the outstanding License Fee and other dues along with an interest of 24% (Twenty Four percent) per annum. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- a) If the Licensee fails to deposit the outstanding License Fee and other dues within 30 days cure notice, CMRL shall be entitled to issue a Termination notice to make payment of outstanding License Fee and other dues within next 15 days.
- b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, it shall constitute material breach of contract and Licensee's event of default under this Agreement and shall entitle CMRL to terminate the License Agreement as per provisions stipulated in Article-11 of the License Agreement and shall restrict the access of the Licensee to

the subject site. After such termination, CMRL shall forfeit Performance security and recover CMRL's dues without prejudice to take such other action available to CMRL under this Agreement and as per Law.

5.5. EXTENSION OF DATE OF COMMENCEMENT / LICENSE PERIOD

- 5.5.1 If in event of, the progress of work being delayed by any act or neglect of CMRL or its employees or by other contractor / Licensee employed by CMRL or in executing the works on which Licensee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Licensee's own default etc., then upon happening of any such event Licensee shall immediately bring it to the notice of CMRL within 30 days of happening of such an event and accordingly either Commencement Date or License Period individually or in combination may be extended suitably, as in the opinion of CMRL are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.
- 5.5.2 Apart from above, the Licensee shall not be eligible for any other relief/compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavors to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of CMRL to proceed with the works.
- 5.5.3 Any failure or delay by CMRL to provide the Licensee possession of the licensed site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the CMRL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the License Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.
- 5.5.4 Nevertheless, in the event of the delay being due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per the License Agreement, for the reasons other than the reasons attributable to CMRL, Licensee shall not be entitled for any extension of date of Commencement or License Period whatsoever.
- 5.5.5 In case of extension of period by CMRL/LICENSOR, the escalation of rental will be applicable from the Commencement Date only

5.6. PERFORMANCE SECURITY

The performance security of Underground commuter amenities centre (i.e. Basement – 1&2 space) shall be accepted in the form of an irrecoverable and

unconditional Bank Guarantee to be executed by any nationalized / Indian Scheduled Commercial Bank included in the 2nd schedule of RBI Act in 1934 in favour of Chennai Metro Rail Limited payable at Chennai. The Performance security shall be renewed subsequently for the following year (after completion of 3 year period) with a validity of three years period. The Performance security for the last term shall be kept valid for the license period plus 180 days

The Performance security for incidental commercial activity will be paid for a value equivalent to 1st year License Fee in the form of RTGS/NEFT mode by the Licensee.

Performance security shall be paid / submitted within 30 days from receipt of LOA and before signing the License Agreement.

Non-submission of Performance security shall lead to event of default on the part of the successful bidder and CMRL reserves the right to charge a penalty of license rent equivalent to 1 year in addition to forfeiture of existing performance security.

- 5.6.1 The Performance security would however be forfeited in case of any “Event of Default” as described in the License Agreement and/or in accordance with terms specified elsewhere in the bid document.
- 5.6.2 Upon the CMRL/LICENSOR being of the view that the Licensee has committed any breach or default of this Agreement, CMRL/LICENSOR shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate the relevant amounts from the Performance security as loss/damages for such breach or default. Upon such encashment and appropriation from the Performance security, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance security, and in case of appropriation of the entire Performance security provide a new Performance security, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Performance security as aforesaid failing which CMRL/LICENSOR shall be entitled to terminate this Agreement and forfeit the remaining amounts of the Performance security, if any.
- 5.6.3 The Licensee agrees and undertakes to keep the Performance security valid on roll over basis throughout the License Period till the end of the License Period plus 180 days thereafter. The Performance security shall not carry interest.
- 5.6.4 The said Performance security shall be returned by CMRL/LICENSOR after the expiry of the License Period without any interest subject to fulfillment of all handing over obligations/requirements by the Licensee, to the satisfaction of CMRL/LICENSOR and further subject to deductions/adjustment for all

damages/losses suffered by CMRL /LICENSOR.

5.6.5 If the Licensee defaults in any Quarterly License Fee for more than 45 (Forty Five) days from the due date as per the provisions of this Agreement, CMRL/LICENSOR shall be entitled to en-cash the Performance security without being liable in any manner whatsoever to the Licensee and to appropriate the Performance security as –damages, without prejudice to other rights and claims of the CMRL/LICENSOR in which case the Licensee shall replenish the Performance security to the original value or submit a new Bank Guarantee for the original value i.e. equivalent to 100% of 1 Year License fee.

5.6.6 In case after submission of the revised Performance security, the Licensee defaults second time in recurring payment, CMRL/LICENSOR at its sole discretion, shall be entitled to terminate this Agreement in accordance with the provisions of Article 11, without being liable in any manner whatsoever to the Licensee and to appropriate the Performance security as predetermined damages.

5.7. TAXES AND OTHER STATUTORY DUES

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

5.7.2 Goods & Service tax (GST), as applicable time to time, shall be borne by Licensee.

5.7.3 All other statutory taxes (including GST), statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee indemnifies CMRL from any claims that may arise from the statutory authorities in connection with this License for the License period if the same is raised by the concerned authorities in future.

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

5.8. SITE SAFETY AND SECURITY MEASURES

5.8.1 The Licensee is required to make its own arrangement for firefighting which shall confirm to the IS Code of Practice/fire services norms of the state of Tamil Nadu and all other applicable statutory bodies.

5.8.2 The Licensee shall comply with all safety regulations as applicable, in its design, access arrangements and operations on the Licensed space.

5.8.3 Employees/staff of the Licensee shall not be deemed or construed to be the employees of CMRL/ LICENSOR. The Licensee undertakes that its employees/staff shall make no claim against the CMRL/LICENSOR for any reason whatsoever, throughout the License Period. Further, the Licensee also agrees that the

CMRL/LICENSOR shall not be liable for any accident/injury or claims of the workers/employees employed by it or by its contractor/sub-contractors during the execution of the development works, under this Agreement, throughout the License Period.

584. If during the License Period, any loss of property and/or loss of life takes place, the Licensee is only responsible for the same and liable for payment of damages/compensation etc. and CMRL/LICENSOR shall not be liable for any such claims. The Licensee would be responsible including the payments arising out of any third-party claims. The Licensee is advised to procure necessary insurance for meeting such liabilities at its own cost and a copy of the same shall be submitted to the Licensor for verification.
585. The Licensee shall be solely liable for the above-mentioned obligations/responsibilities. In case any liability, on account of Licensee's failure to comply with the above, falls on CMRL/LICENSOR, the Licensee shall fully indemnify CMRL/LICENSOR and holds Licensor indemnified against non-compliance of any such obligations/loss/damages etc.
586. The Licensee shall prepare necessary safety Policy as per the industrial practice and as per the safety rules and regulations as applicable GoTN and submit a copy of the same to the Licensee before execution of construction / any interior work at site.
587. The Licensee shall carry out all routine checks and maintenance or repair works with adequate advance notice in such a planned manner at regular intervals that there shall be minimal disruption of the operations of the nearby area and the CMRL/LICENSOR's station/property.
588. CMRL / LICENSOR may inspect the Licensed space at any time for its own assessment of the compliance by the Licensee with its maintenance obligations under this Agreement. The Licensee shall extend all reasonable assistance to the CMRL/LICENSOR representatives during such inspection visits.

ARTICLE 6

FITTING-OUT, OPERATION & MAINTENANCE OF LICENSED SPACE

61. Approval of Plan- Submission of drawings:

- 6.1.1. The Licensee shall commence construction only after submitting the electrical, plumbing, mechanical, fire, fit-out drawings, etc as applicable to CMRL.
- 6.1.2. The submission shall be fully dimensioned plans both hard copy and soft copy (in .dwg file format) showing the floor plan together with elevations and cross- sections of the new and existing works. Construction, height, dimensions and material of partition boundaries are to be indicated.
- 6.1.3. There shall be a title block at the bottom right hand corner of the drawings giving full information on the location of Licensed Premises and licensee's name and address.
- 6.1.4. The Licensee is not allowed to start fitting-out works without obtaining the requisite approvals from CMRL.
- 6.1.5. Any changes required after CMRL's comments on the drawings must be amended to and should be resubmitted to CMRL for further comments until final approval to commence works is obtained.
- 6.1.6. Upon completion of fitting-out works, the Licensee is required to submit to CMRL paper prints of all architectural, civil & structural, mechanical & electrical, plumbing and fire protection –as-built drawings for records.

62. Contents of Submission: The submission shall comprise the following;

- 6.2.1. Key Plan: Showing the location of licensed premises.
- 6.2.2. Preliminary Floor Plans: Indicating interior layout and all materials and finishes. All new works shall be coloured (in dark colour). All existing works proposed to be demolished or dismantled shall be shown in broken lines.
- 6.2.3. Reflected Ceiling Plans: indicating ceiling access panel locations, ceiling materials, various heights, location and type of all existing and proposed light fitting, mechanical and electrical installations. Furniture layout shall be included in the reflected ceiling plans.
- 6.2.4. Catalogues and Cut-outs: Light fixtures or sketches of custom light fittings are to be provided.
- 6.2.5. Mechanical and Electrical Drawings: Indicating connected electrical load (example: single line diagrams), total heat load, total cooling and air conditioning load

requirements, weight and location of heavy equipment or construction material.

626. Typical interior sections with all materials and finishes indicated.
627. All plans shall be signed, stamped and dated by the Licensee.
628. The Licensee shall bear all costs and expenses incurred by its submissions.
629. CMRL will review drawings and advise Licensee as to whether the drawings are Accepted as Noted or Not Accepted with Comments. The Licensee must incorporate the CMRL's comments and proposed solutions, if any, into the final drawings.

63. Building and Structural Works:

631. During the handover, the licensee and CMRL shall jointly inspect the Licensed Premises and complete the form, "Handover of Licensed Premises (Refer to Annexure- II).
632. Any delay in carrying out or completing the Licensee's works in the licensed Premises whether caused by any failure to obtain authorities' approvals, shall not be grounds for postponing the commencement of the Term or payment of the License Fee as stated in the Agreement.

64. Commencement of Site works:

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

641. Written approval on the final drawing submissions.
642. Permit to Work (PTW).

65. Authorized Representative of the Licensee

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

655. Prior to commencing site works, Licensee and/or their authorized representatives are requested to submit a list of their contractors/sub-contractors and their employees to CMRL.

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

66. No storage of flammable material on site.

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

68. Unless otherwise stated in this License Agreement:

68.1. Upon handover, the Licensee shall be responsible for keeping unauthorized persons off the licensed space(s).

68.2. Authorized persons shall be limited to the employees of the Licensee, employees of sub-contractors of the Licensee, and employees and persons authorized by CMRL.

69. Completion of Fitting-out works:

The Licensee shall notify CMRL for a joint-inspection to verify that the Fitting-Out work is completed satisfactorily.

6.9.1 Licensee shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of his activities.

6.9.2 Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.

6.9.3 No material is stored or kept outside the site or in common area meant for movement of persons.

6.9.4 The Licensee shall be responsible for all damage to the common areas during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works shall be taken care by the Licensees.

6.9.5 The Licensee shall strictly comply with the safety procedure, measurement, and guidelines.

6.10 Maintenance & Repairs:

- 6.10.1 Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs of the Licensed space.
- 6.10.2 Any major repairs (structural defects) in the existing structure due to its constructional defects shall be the responsibility of CMRL.
- 6.10.3 Basement 1 (Parking Area - 19,775 sq.m) shall be used for public parking which may be chargeable by Licensee to the users with prior approval of rate from CMRL.

6.11. Operation of licensed space:

- 6.11.1 Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- 6.11.2 The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of CMRL for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer & other officials. Non-compliance may be treated as breach of contract and License shall be terminated.
- 6.11.3 Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the CMRL electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Licensee.
- 6.11.4 The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by CMRL fire officer, electrical inspector, security officer or their authorized representatives from time to time.
- 6.11.5 Licensee shall keep and maintain the licensed space in neat, clean condition and in safe and sound manner during the License Period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 6.11.6 Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.

In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or CMRL employees or loss to CMRL property, it shall constitute a material breach of contract and be considered Licensee's event of default that shall entitle CMRL to terminate the License Agreement with 30 days written notice.

- 6.11.7 The Licensee shall ensure safety and security of the allotted commercial & parking space during the tenure of the License period and CMRL shall not take any responsibility in this regard.
- 6.11.8 Deliberate or willful non-compliance of CMRL's written instructions for a period of 90 days shall constitute Material breach and Licensee event of default that shall entitle CMRL to encash the Performance security and or terminate the License Agreement after giving 30 days' notice to the Licensee. Such termination of the License Agreement and forfeiture of the Performance security by CMRL shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- 6.11.9 The overall control and supervision of the premises shall remain vested with CMRL who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the License Agreement.

ARTICLE: 7

RIGHTS AND OBLIGATIONS

7.1. Licensee's Obligations:

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

- 7.1.1. To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial & parking activities or infrastructure facilities including but not limited to interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- 7.1.2. The Licensee shall be responsible to complete the interiors, furnishings and fit outs, facilities, services, infrastructure and any other requirements of the licensee.
- 7.1.3. To operate and maintain the licensed area at all times in conformity with this Agreement;
- 7.1.4. To ensure that no structural damage is caused to the existing structure handed over by CMRL as a result of his activities or any of its agents, contractors, etc.
- 7.1.5. To take all reasonable steps to protect the environment (both on and off the licensed space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- 7.1.6. Licensee shall be solely responsible for the facility management of the Licensed Area including maintenance of the Licensed areas, Security, Solid/liquid waste management and energy conservation. The costs towards facility management of the Licensed area shall be borne by the Licensee/Sub Licensee. CMRL shall not be responsible for management / operation / maintenance of the Licensed area.
- 7.1.7. The LICENSEE to have the audit of their entire Electrical systems & HVAC System done on a half yearly basis by a Authorized Electrical Engineer and provide a certificate certifying that all the electrical installations including insulation resistance are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source.
- 7.1.8. To duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;

- 7.1.9. To take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims; The Licensee is solely responsible for all the cases arising due to accident / death during execution of contract / completion of work.
- 7.1.10. Not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of Licensed space or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- 7.1.11. To keep the Licensed space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to CMRL's activities.
- 7.1.12. At all times, to afford access to the Licensed space to the authorized representatives of CMRL, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed space, to inspect the Licensed space and to investigate any matter within their authority and upon reasonable notice; and
- 7.1.13. To comply with the divestment requirements and hand over the Licensed space to CMRL upon Termination of the Agreement;
- 7.1.14. Commercial activities (Kiosk, Food trucks, etc) & Promotional activities (Coaching, Events, etc.) shall be carried out at Park in the street level with prior permission and approval from CMRL
- 72** The Licensee shall be solely and primarily responsible to CMRL for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and their employees and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 73** The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.
- 74** No tenancy/sub-tenancy is being created by CMRL in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- a) The Licensee shall not have or claim any interest in the licensed premises as a tenant/sub-tenant or otherwise.
- b) The rights, which are set out in this Agreement are only in the nature of License in relation to the finished premises.
- c) The relationship between CMRL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between CMRL on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

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

76. RIGHTS OF THE LICENSEE:

Notwithstanding the other rights granted to the Licensee under this License, the Licensee shall have the following specific rights in connection with the demised premises and areas appurtenant thereto:

7.7.1 Alterations, Modifications and Additions: The Licensee shall not make any structural alteration in and to the demised premises without the written permission of the Licensor. The Licensor agree and confirm that Licensee shall, at all times during the Term and only with the prior express approval of the Licensor, be entitled to renovate, alter and add structural modifications to the demised premises, in accordance with the all laws and at the Licensee's own expense; without any right, title or claim thereto or for reimbursement of any such cost and expenses at any or all times provided however such, renovation, alteration does not adversely affect the demised premises in any manner whatsoever. The Licensee shall not put up any permanent structure internally or externally in the demised premises without the express written consent of the Licensor.

7.7.2 The Licensee shall be at liberty to install or fix in the demised premises all such fixtures which are required to be fixed as deemed necessary by the Licensee including air-conditioners, earth pits, sun blinders, electrical switches and the light fixtures for the better use of the demised premises at the cost and expense of the Licensee. The Licensor shall permit the Licensee to install or fix all such fixtures

deemed necessary by the Licensee including installations like lights, fans, carpets, curtains, partitions, cabins, computers, fax, telephones, office equipment, telephone exchange and other fittings, fixtures and paraphernalia for the better use of the demised premises for its business as the Licensee may think fit from time to time entirely at the cost and expense of the Licensee and the Licensee shall remove at its own cost and expense all such installations on the determination on termination of the License.

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

Signage for incidental commercial activity at street level: The Licensee shall have the right to put up only one signage of suitable size for displaying its generic name of each shop. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to conform to all governmental laws, regulations or ordinance relevant thereto.

The Licensee shall need to obtain a written approval from CMRL before putting up any form of signage and CMRL reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by CMRL.

Totem boards / signages may be allowed at Park level subject to prior approval from CMRL. The design to be provided by Licensee. CMRL decision in this matter will be final.

ARTICLE 8

RESTRICTION AND CHANGES IN LICENSEE AND SPECIAL PURPOSE COMPANY

- 81.** In case the Licensee is an Special Purpose Company (SPC) incorporated as per the requirements of the RFP, the members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the License Agreement. There shall be no change in the shareholding structure of the SPC during the License Period without prior written approval of CMRL/LICENSOR.
- 82.** The members of Consortium of the SPC shall be responsible and liable jointly and severally, for due performance of all the obligations and responsibilities assumed by the SPC under this Agreement.
- 8.2.1 The Lead Member shall hold not less than 51% (fifty-one per cent) of the equity of the SPC during the subsistence of the License Agreement and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty-six per cent) of such Equity during the subsistence of the License Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the License Agreement. Any deviation from the above shareholding structure shall expressly be with the prior written consent of CMRL/LICENSOR. Further, any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the License Period, within the prescribed limits shall be subject to prior written permission of CMRL/LICENSOR.

ARTICLE: 9

INDEMNITY AND INSURANCE

- 91.** The Licensee hereby undertakes to indemnify and hold CMRL harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non- completion of the fit-out; quality of the fit-out and the construction/ construction activities, any other agreement entered into between the Licensee and end user.
- 92.** The Licensee hereby undertakes to indemnify CMRL against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein including operation of all facets of commercial & parking activities and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 93.** The Licensee hereby undertakes that CMRL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified CMRL against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 94.** The licensee must strictly comply with all the provisions of The Employee's Provident Fund Act 1952, The Employee's State Insurance Act 1948, Minimum Wages Act 1948, and all other Labour Laws & Regulations in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment and compliance under these Acts. Failure to comply with these acts shall attract penalty as per provisions. Licensee shall indemnify CMRL Administration for any loss and damages suffered due to violation of its provision.
- 95.** 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.
- 96.** The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies CMRL against any liability arising in connection with the employment of its personnel in the said premises by Licensor.

- 97.** The Licensee shall indemnify CMRL from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 98.** The Licensee shall indemnify CMRL from any damages to be incurred if at the end of the license period, the licensed space is not handed over to CMRL in good condition as required under this agreement.
- 99.** The Licensee shall indemnify CMRL from any serious accident caused due to negligence of the Licensee, resulting in loss to CMRL property.
- 910.** The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless CMRL, CMRL's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable Laws and Applicable Permits.
- 911.** The Licensee shall indemnify and keep indemnified CMRL for any losses/penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 912.** Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in CMRL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. In addition, the licensee shall bear the cost of insuring all the assets including the building, CMRL's movable assets, furniture and fixture.

ARTICLE: 10

FORCE MAJEURE

10.1. Force Majeure Event

Any of the following events resulting in material adverse effect on the execution of the Project despite all efforts and prudence by the Licensee, shall constitute a Force Majeure Event

- 10.1.1. Earthquake, flood, inundation, landslide;
- 10.1.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- 10.1.3. Fire caused by reasons not attributable to the Licensee;
- 10.1.4. Acts of terrorism;
- 10.1.5. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- 10.1.6. Strikes or boycotts, other than those involving either of the Licensee, its subcontractors or their employees, agents, etc.; and
- 10.1.7. Any other similar events beyond the control of the party such as pandemic / epidemic, except court order/ court judgement

10.2. Notice of Force Majeure Event

As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or from the date of knowledge thereof, whichever is earlier, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the Affected Party) shall notify the other party of the same, setting out, inter alia, the following in reasonable details:

- 10.2.1. The nature and extent of the Force Majeure Event;
- 10.2.2. The estimated Force Majeure Period;
- 10.2.3. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- 10.2.4. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- 10.2.5. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

10.3. Performance of Obligations

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- 10.3.1. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause10.2;
- 10.3.2. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- 10.3.3. There shall be no termination of this Agreement on account of Force Majeure except as provided in Clause10.5;
- 10.3.4. Where the Licensee is the affected party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event subsists;
- 10.3.5. When the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- 10.3.6. The Affected Party shall continue to perform such obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- 10.3.7. Any insurance proceeds received by the Licensee shall be entirely applied/ appropriated to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by CMRL/LICENSOR.

10.4. Cost for remedying Force Majeure Event

Upon occurrence of a Force Majeure Event, the Licensee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.

10.5. Termination due to Force Majeure Event.

If a Force Majeure Event subsists for a period of more than 180 days or more within a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days termination notice in writing to the other Party without being liable in any manner whatsoever.

ARTICLE 11

LICENSE TERM AND LICENSE TERMINATION

This Agreement shall continue to operate and be binding on the Parties for the License Period commencing from the Commencement Date, unless terminated earlier. An initial license period of 12 years, may be extendable for a further period of 12 years on mutually agreed terms and conditions shall be provided.

11.1. TERMINATION BY CMRL/LICENSOR

CMRL/LICENSOR, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Licensee (hereinafter called the Licensee Event of Default):

- 11.1.1. The Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of this Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to CMRL/LICENSOR without any contributory factor of the Licensee;
- 11.1.2. If at any time during the License Period, any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the Licensee to CMRL/LICENSOR, or any part thereof, shall be in arrears and unpaid for a continuous period of more than 45 days after actual due date;
- 11.1.3. The Licensee has failed to submit Performance security for renewed amount 1 months before the date of the expiry of existing Performance security or if the licensee fails to submit the Performance security within 30 days from issuance of notice of handover of site.
- 11.1.4. Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading;
- 11.1.5. The Licensee has engaged or knowingly has allowed any of its employees, Sub Licensee, agents, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement;
- 11.1.6. The Licensee has been adjudged as bankrupt or become insolvent;
- 11.1.7. The Licensee has created any encumbrance, charges or lien in favor of any person or agency, over the Licensed Area, save and except as otherwise expressly permitted under this Agreement;
- 11.1.8. A resolution for voluntary winding up has been passed by the shareholders of the Licensee;
- 11.1.9. Any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be

wound up by NCLT of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior written consent of CMRL/LICENSOR, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement;

11.1.10. The shareholding pattern of the SPC (being the Licensee) has been changed without obtaining prior written consent of CMRL/LICENSOR.

11.1.11. Incase the Licensee or its Sub-Licensee had entered into any further Sub-License

11.1.12. Agreement without the prior written consent of CMRL/LICENSOR; Provided that CMRL /LICENSOR shall give to the Licensee 30 days' time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the CMRL/LICENSOR within 30 days, the event will not be considered as a Licensee Event of Default.

In the event of default, above, the Licensor shall be entitled to terminate this Agreement at any point of time in its sole discretion by giving 15 days' notice period to the Licensee. This Agreement shall thereafter automatically stand terminated notwithstanding any further action by either Party. The Licensee shall incorporate these termination clauses in the agreement of sub-License as well. All such sub-License agreements will automatically stand terminated once this Agreement is terminated.

11.2. CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:

11.2.1. The Licensee or Sub-Licensee shall cease to have any access to the licensed space(s). However, CMRL/LICENSOR at its own discretion may allow the Sub Licensees/ end users to continue to have access on mutually negotiable terms & conditions.

11.2.2. Surrender all its rights on the Licensed Space(s). Transfer all its rights, titles and interest in or over the assets comprised in the Licensed Space(s) which are required to be transferred to CMRL/LICENSOR in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.

11.2.3. The Licensed Space(s) shall have been renewed and cured of all defects and Deficiencies as necessary so that the Licensed Space(s) is in accordance with the specifications & standards as per the terms of this Agreement.

11.2.4. Hand over to CMRL / LICENSOR all documents including as-built drawings,

approvals, no objection letters / certificates, manuals and records relating to development, operation and maintenance of the Licensed Space(s) in original and a certificate from his statutory auditors certifying zero financial encumbrance on the Licensed Space(s);

- 11.2.5. At its cost remove from the Licensed Space(s) all such moveable assets including the Furniture, fit outs and facilities of the Licensee, which are not taken over by or transferred to the CMRL/LICENSOR.
- 11.2.6. At its own cost, immediately terminate the Sub-Licensing Agreements entered into with Sub-Licensees, without any liability on CMRL/LICENSOR. However, CMRL/LICENSOR may in its discretion, instruct the Licensee to assign the Sub-Licensing Agreement in favor of the CMRL/LICENSOR, if the CMRL/LICENSOR considers appropriate to continue to provide access to the Sub-Licensee on the Licensed Space(s).
- 11.2.7. The Licensee shall, at its cost, transfer to CMRL/LICENSOR all such Applicable Permits, which the CMRL/LICENSOR may require and which can be legally transferred.
- 11.2.8. It is hereby agreed between the Parties that the Licensee or the Sub- Licensee or any other person acting through or under them shall not remove any of the facilities at Licensed Space(s) including all equipment and other fixtures attached to the Licensed Space(s) as provided by CMRL and shall remove only movables which can be removed without causing any damage to the structure of the Licensed Area.
- 11.2.9. Both Parties shall at least give 6 months notice prior to the expiry of the normal License Period or sooner as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.
- 11.2.10. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement.
- 11.2.11. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in transfer contemplated shall be shared by the respective Parties.

11.3. RIGHTS OF CMRL/LICENSOR ON TERMINATION

Notwithstanding anything contained in this Agreement, CMRL/LICENSOR shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to termination/compensation for loss of employment, continuance or regularization of employment, absorption or re-

employment on any ground, in relation to any person in the employment of or engaged by the Licensee and/or Sub-Licensee in connection with the Licensed Space(s).

11.4. RIGHT TO RE-MARKET THE SAID LICENSED SPACE(S) ON TERMINATION

Notwithstanding anything contained in this Agreement, CMRL/LICENSOR shall have the right to re-market the Licensed Space(s) on Termination of this Agreement for any reasons whatsoever.

ARTICLE: 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 negotiations and discussions.
- 12.2. Adjudication:** If any dispute between the parties is not resolved through negotiations and amicable settlement within 45 days of commencement of such negotiations, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.
- 12.2.1. 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.
- 12.2.2. 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:
- 12.4. In case the value of the disputed claim and counter claim is Rs.5 crore or less:**
- 12.4.1. 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.
- 12.4.2. 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, 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.

12.4.3. 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.

12.4.4. The parties shall endeavor to complete the arbitration proceedings within 4 months from the commencement of the same.

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

12.5.1. 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, 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.

12.5.2. 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.

12.5.3. 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.

12.5.4. The two arbitrators nominated by the licensee and the licensor as above, shall appoint the Presiding Arbitrator, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.

12.5.5. 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.

12.5.6. 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.

- 12.5.7. 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.
 - 12.5.8. Subject to aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
 - 12.5.9. During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make payments due to CMRL as per the License agreement.
 - 12.5.10. The venue of the arbitration shall be at Chennai. All proceedings of such arbitration shall be in the English language. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.
 - 12.5.11. The parties shall endeavor to complete the arbitration proceedings within 8 months from the commencement of the same.
- 12.6. Jurisdiction of Courts:** The Courts at Chennai shall have exclusive jurisdiction to adjudicate any claim, dispute or matters arising out of this Agreement.

ARTICLE: 13

REPRESENTATIONS AND WARRANTIES

13.1. The Licensee represents and warrants to CMRL that

- 13.1.1. It is duly organized, validly existing and in good standing under the laws of India;
- 13.1.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 13.1.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- 13.1.4. It has the financial standing and capacity to undertake the commercial utilization of Licensed space;
- 13.1.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 13.1.6. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- 13.1.7. There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in material adverse effect;
- 13.1.8. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in material adverse effect;
- 13.1.9. It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- 13.1.10. No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to CMRL or to any Government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

- 13.1.11. The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that CMRL shall not be liable for the same in any manner whatsoever to the Licensee.
- 13.1.12. The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of CMRL. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.
- 13.2. Obligation to notify change:** In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify CMRL of the same.

ARTICLE: 14

MISCELLANEOUS

- 14.1.** All penalty amounts stipulated in the License Agreement shall become double after completion of every 6 (six) years from the date of commencement of License Agreement on compounding basis.
- 14.2.** Licensee shall comply with the laws of land including Public Premises Eviction Act 1971, Tamil Nadu Pollution Control Board guidelines, building guidelines, fire norms etc. CMRL shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 14.3.** Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions due in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of CMRL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act 1952, ESI Act 1948 , Employee's compensation Act 2017, Minimum Wages Act 1948, Tamil Nadu's Shops & Establishment Act 1947 and other Labour Welfare Fund Act 1972 in respect of its personnel. The Licensee shall indemnify CMRL from any claims that may arise in connection with above.
- 14.4. **Employees conduct:**** The Licensee shall ensure that all persons employed by Licensee behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 14.5. **Misuse:**** The Licensee shall use the licensed space under the agreement only for those services as permitted by CMRL and under the purview of law. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and CMRL (Licensor) shall immediately terminate the said agreement. All liabilities for misuse charges and misuse proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified CMRL for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 14.6. **Severability:**** In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any

Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way, be affected or impaired. Where the provisions of such Applicable Law may be waived they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision that serves the purpose of the invalid provision to the furthest possible extent.

14.7. Amendments: This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14.8. Notices: CMRL and Licensee voluntarily and unequivocally agrees -

14.8.1. That any notice to be served upon CMRL shall be sufficiently served and given if delivered to-

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

14.8.2. 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.

14.8.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Manager-Facility Management or by his duly authorized representative. All Notice shall be addressed as above.

14.8.4. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

14.9. Waiver: No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this License shall be construed as a waiver of any right under or rising out of this License or acquiescence to or recognition of any right

and/or any position other than that expressly stipulated in the License.

14.10. Clause Headings: The section clause headings contained in this License are for the convenience of the parties and shall not affect the meaning or interpretation of this License.

14.11. Copies: This License is made in duplicate with the Licensor and Licensee retaining one set each. The Licensee shall retain the stamped original License.

14.12. Confidentiality:

- a) Both the Parties, their consultants and their respective employees or agents shall hold in strict confidence all information which is marked confidential to the other Party and not copy, reproduce, sell, assign license, market, transfer or otherwise dispose off, give or disclose such information to third parties and shall advise each of their employees who may be exposed to such confidential information of their obligations to keep such information.
- b) Both the Parties shall be entitled to injunctive relief to restrain any such breach, whether threatened or actual of any of the provision of this Clause, shall be legally binding and shall survive the termination or expiration of this License.
- c) The restriction includes, but is not limited to, using Party's name, likeness or logo (Identity). By way of example and not limitation, Licensor will not use Licensee identity, directly or indirectly, news/press releases or releases to any professional or trade publications without the aforementioned approval.

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

.....-2022

.....- 2022

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF LICENSEE

CHENNAI METRO RAIL LIMITED

ANNEXURE-I
SCHEDULE OF THE PROPERTY

Area Statement

| S.No | Floor Level | Area (Sqm) |
|-------------|--------------------|-------------------|
| 1 | Basement Floor-1 | 19,775 |
| 2 | Basement Floor-2 | 19,775 |
| | Total Area | 39,550 |

| S.No | Floor Level | Area (Sqm) |
|-------------|--------------------|-------------------|
| 1 | Street level | 100 |

ANNEXURE-II

Handing Over of Licensed Premises

Date: XX.XX.XXXX

Agreement No:

Site Admeasuring _____ x _____ = _____ Sqm, at _____ is handed over to the licensee, through Shri of M/s _____ office at on (date) _____ at (time), In the presence of _____

Licensee hereby acknowledges the receipt and assumes all responsibility of the above described site, as provided in the license Agreement, from the date and time stated above.

Licensor

Licensee

Need to add below annexure.

FORMAT OF BANK GUARANTEE

BANK GUARANTEE

B. G. NO: XXXXXXXXXXXX
DATE OF ISSUE OF B.G. XX.XX.2022
AMOUNT OF B.G: Rs.XXXXXX/-
B.G. VALID UPTO: XX.XX.20XX
LAST DATE FOR LODGMENT OF CLAIM: XX.XX.20XX

TO
CHENNAI METRO RAIL LIMITED
Registered office in Admin Building
CMRL Depot, Poonamallee High Road
Koyambedu
Chennai – 600 107

B. G. NO: XXXXXXXXXXXXXXXX

DATED: XX.XX.2022

1. In consideration of M/s **CHENNAI METRO RAIL LIMITED**, having their registered office at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107 (hereinafter called as the “LICENSOR/CMRL”, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having awarded the Licensing of Underground commuter amenities centre in Shenoy Nagar Metro Station along Corridor 2 of Phase-I of CMRL to M/s _____ having office at XXXXX, XXXXX – XXXXXX (hereinafter called as the “LICENSEE”) for furnishing interest free Security Deposit for the due fulfillment by the said Licensee of the terms and conditions in the said Agreement by production of a BANK GUARANTEE for INR XXXXX/- (Rupees XXXXX Only). We XXXX Bank Ltd, a Scheduled Bank, engaged in the business of Banking, incorporated under the Indian Companies Act 1956, having its Registered office at XXXXX Tamil Nadu – XXXXXX and one of its branch office at XXXXX Tamil Nadu – XXXXXX (hereinafter referred to as “THE BANK/GUARANTOR”) (which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) at the request of M/s _____, Licensee, do hereby undertake to pay to the CMRL an amount not exceeding for INR. XXXXXXXX/- (Rupees XXXXXXXX Only) on demand by the CMRL.
2. We **XXXX Bank**, a Scheduled Bank, engaged in the business of Banking, incorporated under the Indian Companies Act 1956, having its Registered office at XXXXX Tamil Nadu – XXXXXX, do hereby undertake to pay the amounts due, and payable under this guarantee without any demur, merely on a demand from the **CMRL**, stating that the amount claimed is required to meet the recoveries due or likely to be due, from the said **Licensee**. Any such demand made on the Bank shall be conclusive as regards the amount due, and payable by the

Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding, **INR.XXXXXXX/- (Rupees XXXXXX Only)**

3. We undertake to pay to the CMRL the amount due under this Guarantee so demanded, notwithstanding any dispute or disputes raised by the Licensee, in any suit or proceeding pending before any court, or Tribunal, relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under.
4. We XXX Bank, XXXXX Tamil Nadu- XXXXXX, further agree, that the guarantee herein contained shall remain in full force and effect during the period, that would be taken for the performance of the said agreement, and that it shall continue, to be enforceable till the dues of under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged, or till the Business Development on behalf of the **CMRL** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Licensee** accordingly discharges this guarantee or till the expiry of this Guarantee, whichever is earlier.
5. We XXX Bank, XXXXX Tamil Nadu- XXXXXX, further agree with the **CMRL**, that the **CMRL**, shall have the fullest liberty, without our consent and without affecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the said Agreement, or to extend time of performance, by the said **Licensee**, from time to time, or to postpone for any time, or from time to time, any of the powers exercisable, by the **CMRL**, against the said **Licensee**, and to forbear or enforce, any of the terms and conditions, relating to the said agreement, and we shall not be relieved, from our liability, by reason of any such variation or extension of time being granted to the said **Licensee**, or for any forbearance act or omission, on the part of **CMRL** or any indulgence by the **CMRL** to the said **Licensee**, or by any such matter or thing whatever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged, due to the change in the constitution of the Bank or the **Licensee**.
7. We hereby waive the necessity of your demanding, The **Licensee**, before presenting us, with the demand
8. We XXX Bank, XXXXX Tamil Nadu- XXXXXX, lastly undertake not to revoke this guarantee except with the previous consent, of the **CMRL** in writing.
9. This guarantee shall be valid upto XX.XX.20XX, notwithstanding, anything contained herein before, our liability against this guarantee is restricted to, **INR.XXXXXXX/- (Rupees XXXXXX Only)**.

Notwithstanding anything contained herein before:

- a) Our liability under this Bank Guarantee shall not exceed Rs. XXXXXX/- (Rupees XXXXX Only).
- b) This Bank Guarantee shall be valid up to XX.XX.20XX.
- c) We are liable to pay the guaranteed amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before(claim period of one year from the date of expiry of BG) failing which the bank shall stand released and discharged from any liability whatsoever under this guarantee.
- d) The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Licensor and further agrees that the guarantees herein contained shall continue to be enforceable till the discharges of this guarantee or till XX.XX.20XX whichever is earlier.
- e) All Claims under this Guarantee shall be payable at Chennai.

This Guarantee will be returned to us as soon as purpose for which it is issued is fulfilled.

This BG confirmation No..... is an integral part of the BG No..... dated.....

IN WITNESS HEREOF THE GUARANTOR HAS EXECUTED THIS BANK GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

Signed, Sealed and Delivered for and on behalf of the GUARANTOR by the above named

In the presence of:

Witness – 1

Witness – 2

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the "Bank Guarantee".
2. The Bank Guarantee shall be from the Scheduled Commercial Bank based in India.