

# Application for Licensing of Spare Optical Fibre Cable (OFC) in CMRL Network

CMRL/PD/OFC/2014/438



**CHENNAI METRO RAIL LIMITED (CMRL)**  
**ADMIN BUILDING, CMRL DEPOT**  
**POONAMALLEE HIGH ROAD, KOYAMBEDU,**  
**CHENNAI – 600 107**  
**WEBSITE: WWW.CHENNAIMETRO RAIL.ORG**

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a. KEY DETAILS:

1	Application form Downloading	www.chennaietrorail.org
2	Cost of Application	There will be a non-refundable cost of tender document of <b>Rs.12,000 (Rupees Twelve Thousand Only)</b> online payment of RTGS/NEFT transactions to the below mentioned CMRL bank account. A copy of GST Registration details to be provided along with application Fees.
3	Earnest Money Deposit (EMD)(Refundable)	<b>Rs. 4,00,000/- (Rupees Four Lakh only)</b> online payment of RTGS/NEFT transactions to the below mentioned CMRL bank account..
4	CMRL Bank details	Beneficiary Name: <b>Chennai Metro Rail Limited</b> Account No: <b>0416214000030</b> Beneficiary Bank : <b>Canara Bank, Chennai Teynampet Branch, Chennai 600018, Tamil Nadu</b> IFSC Code: <b>CNRB0000416</b>
5	Date of Submission of Application form	----- (To be completed by applicant)
6	Address for Submission of Application form	Kind attention: O/o Chief General Manager –P & BD, Tappal Section, Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High road, Koyambedu, Chennai – 600107
7	Applicant's name and Contact Details (Phone, mail ID and address)	..... ..... ..... (To be completed by applicant)
8	Validity of applications Submitted	180 Days

Note: If the date of submission of Application form happens to be a Public Holiday, applications will be received on the next day at the same venue and time.

## 2. DISCLAIMER

- 2.1. This Application is provided with information that may be useful to applicant in making their submissions pursuant to this Application. This Application includes statements, which reflect various assumptions and assessments arrived at by CMRL. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Application and obtain independent advice from appropriate sources.
- 2.2. Information provided in this Application to the Applicant(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CMRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.3. CMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Application. CMRL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Application or otherwise arising in any way for submissions.
- 2.4. The issue of this Application does not imply that CMRL is bound to select an Applicant for the Licensing of Spare Optical Fibres by CMRL and CMRL reserves the right to reject all or any of the Applications without assigning any reason whatsoever. Applicant shall bear all its costs associated with or relating to the preparation and submission of its applications. Applicants are expected to carry out extensive study and analysis at their own cost, before submitting their respective Applications for award of the License Agreement. Any queries or request for additional information concerning this APPLICATION shall be considered only if it is submitted in writing.
- 2.5. This document for “LICENSING OF SPARE OPTICAL FIBRE CABLE IN CMRL NETWORK” contains brief information about the Project, Requirements and the Selection process for selected Applicant. The purpose of the Document is to provide Applicant with information to assist the formulation of their “application”. The information contained in this Document or subsequently provided to interested parties [the Applicant(s)], in writing by or on behalf of Chennai Metro Rail Ltd. (CMRL) is provided to Applicant (S) on the terms and conditions set out in the Document and any other and conditions subject to which such information is

provided. This document does not purport to contain all the information that each Applicant may require.

- 2.6. This document has been prepared with a view to provide the relevant information about the project with CMRL and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Applicant. CMRL advises each Applicant to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information of this 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 document and that the information provided hereunder is only to the best of the knowledge of CMRL.
- 2.7. A written intimation of discrepancies in the document, if any, or queries regarding the Application can be submitted to the office of the CMRL by the specified dates. If CMRL receives no written communication, it shall be deemed that the Applicants are satisfied with the information provided in the document. In particular, CMRL shall not be responsible / liable for any latent or evident defect or character of the project including but not limiting to the following;
- a) Electricity availability and provisions.
  - b) Site/s locations.
  - c) All statutory permissions from various authorities as per the Central/State Government norms.
  - d) All applicable rent, rates, duties, cess and taxes, if any.
  - e) All applicable statutory laws and provisions.
  - f) Technical and financial feasibility of the project.
- 2.8. Any character or requirement of the Project which may be deemed to be necessary by the Applicant should be independently established and verified by the Applicant. This Document is not an agreement and is not an offer or invitation by CMRL to any other party. The terms, on which the Project is to be developed and the right of the selected Applicant shall be as set out in separate agreement executed between CMRL and the selected Applicant broadly in the format set out herein.
- 2.9. CMRL reserves the rights to accept or reject any or all Applications 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 document.
- 2.10. The Applicant is requested to get in touch with official website of CMRL i.e. [www.chennaiemtrorail.org](http://www.chennaiemtrorail.org) for all updates on the Application. This application will be in CMRL website subject to availability of spare OFC. No claims or compensation shall be entertained on account of the Applicant having not read/noticed the updates, etc.

### 3. OBJECTIVE AND SCOPE OF WORK

#### 3.1. Objectives

- a) Licensing the spare optical fibres in CMRL network for use by agencies.
- b) To earn non-operational revenue for CMRL through Licensing of Spare Optical Fibres in CMRL network.
- c) Position Chennai Metro as a most sought after location for use of Optical Fibres.
- d) Provide value to the Corporate who uses Optical Fibre in Chennai Metro.

#### 3.2. Scope of Work

- a) CMRL has extensive Optical Fibre network in Chennai region along its metro route. In line with the National Telecom Policy, Chennai Metro Rail Limited plans to license out spare fibre pairs on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU-T recommendations ITU-T G.652 D.
- b) Since CMRL metro route is a dedicated elevated /underground route and optical fibre is laid along the elevated and underground route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies.
- c) CMRL may also provide space for placement of equipment's, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- d) In this reference, CMRL invites the Application from the interested Telecom companies and other interested parties for expansion of their business by availing CMRL Spare Optical Fibres offered on licence basis.
- e) The details of available Spare Optical Fibres ready for licensing are enumerated in Inventories.

#### 3.3. Licensee shall be responsible for the following activities:-

- a) Appoint an architect to interact with nodal CMRL representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.
- b) Operate, manage and maintain the entire Optical Fibre and plans.
- c) Management and use of Optical Fibre including providing adequate professionally trained manpower.
- d) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- e) Comply with all statutory requirements in connection with License Agreement.
- f) Ensure regular and timely payments of all amounts due to CMRL and discharge all obligations as per License Agreement.

g) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.

3.4. CMRL reserves its right to withdraw any Optical Fibre listed in Annexure "5" and inventories during the currency of Agreement. However, CMRL shall exercise the option of withdrawal of Optical Fibre(s) sparingly and after due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall surrender/vacate the Fibre(s)/premises of such Section/station(s) within a period of 60 days from such intimation.

#### **4. TECHNICAL REQUIREMENTS**

- 4.1. The interested Applicant must have Access Service License / IP Registration Certificate issued from Department of Telecommunication or any other duly government authorised agencies or a telemarketer/OSP (other service provider) providing services through authorised telecom service provider, failing which the offer of such Applicant shall be considered technically invalid and shall not be considered at all. The Applicant shall be required to submit the declaration for the purpose of regulatory compliances as per format given as Annexure-“6” along with supportive documents.



5. GENERAL TERMS FOR LICENSING SPARE OPTICAL FIBRE IN CMRL NETWORK

- 5.1. The subject Spare Optical Fibres shall be used for voice/data transfer by the Applicant along the fibre route in CMRL system only and CMRL reserves the right to ensure that there is no violation of the same.
- 5.2. The stipulated Spare Fibres on the route/section of fibre shall be handed over to the Licensee within 30 days from the date of receipt of full payment in accordance with Letter of Acceptance (LOA) after joint testing of fibres. If the Licensee fails to take over the stipulated spare fibre within specified period, the stipulated spare fibres shall be deemed handed over to licensee on 31<sup>st</sup> day from the date of receipt of full payment in accordance with Letter of Acceptance (LOA).
- 5.3. All the Spare Fibres as mentioned in the Annexure –“5” are tentative and are subject to change. The License Fee from selected Applicant shall be charged according to actual length of Optical Fibre measured through OTDR. CMRL may also provide space for placement of equipment's, power supply etc. as per demand of the Licensee and availability & feasibility of space at station as per charges mentioned in Draft License Agreement.
- 5.4. The first quarterly license fee/ space rent shall be paid to the CMRL within 30 days of issue of letter of acceptance. Thereafter, the license fee would be payable in advance for the following quarter by last working day of running quarter. Fibres shall be handed over within 30 days from the date of receipt of full payment as stipulated in Letter of Acceptance (LOA). The License Agreement shall be executed within 30 days after payment of dues as per LOA.
- 5.5. Application Variable: - The Applicant shall fill up the number of spare fibre required with License Fee of Rs. 2,900/per Pair per KM per Month in application form in both words as well as figures for the Corridor 2 from Chennai Central Metro- St.Thomas Mount and Corridor 1 from Wimco Nagar Depot–Chennai Airport metro sections. If there is a discrepancy between words and figures, words shall prevail.
- 5.6. Tenure of License Agreement-  
The tenure of License Agreement shall be 3 Years from Commencement of License Fee of the first pair unless otherwise terminated as provided in Termination clause in License Agreement. Tenure of the License Period of the Spare Optical Fibre or Space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over. License period can be extended further 3 years on mutually agreed terms and conditions. CMRL reserves the sole right, not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.
- 5.7. Interest Free Security Deposit / Performance Security: -  
a) The Licensee shall pay Interest Free Security Deposit / Performance Security to CMRL in advance equivalent to Twelve (12) Months license fee, at the rate applicable for first year of License Agreement.

- b) The interest free Security Deposit/ Performance Security shall be accepted in the following form: RTGS/NEFT transactions to the CMRL bank account mentioned in Letter of Award (LoA).
- c) Interest Free Security Deposit shall be refundable after successful completion of License Period as provided in Termination/Surrender Clause in General Draft License Agreement and after adjusting any payable dues, without any consideration of interest.

5.8. Licensee shall pay to CMRL on Quarterly basis all payments requested as per details and rates indicated in the table below-

Sl No	Item	Rates for Licensing of Spare Optical Fibres	Rates for Licensing of Space (If required and allotted)
1	Licence Fee	Rs. 2,900/- Per Pair Per KM Per Month	Rs13,000/- Per Sqm Per Month
2.	Maintenance Charges	-----	Rs 3,500/- Per Month Per Station
3.	Cable Tray Charges for use of existing cable tray *route	Rs 1,750/- per Month Per Station	
4.	One- Time Supervision Charges*	Rs 25,000/- per station	-----
5.	Usage Charges of Power	As per TANGEDCO rates and associated deposits and charges as applicable form time to time on back to back basis	
6.	Back Up Power	If opted for subject to availability. Usage charges as worked out by CMRL on actual shall be extra	
7.	Interest Free Security Deposit	12 months license fee and space rent applicable for the first year of the License Agreement.	

**Note:1\*** -For requirement for a new cable tray route as per specific requirement of the licensee, cable tray to be lay by Licensee after approval of CMRL.

**Note:2\*** - If applicant is requested for additional OFC pair (s) in the existing operational network, the cable tray charges and one time supervision charges are excluded.

5.9. Commencement of License Fee- The License Fee shall commence from 45 days after the date of handing over of first pair of OFC/ space.

5.10. Payment Terms-

- a) The License Fee of Spare Optical Fibre, License Fee of space, Cable Tray Charges and Maintenance Charges shall be increased annually by 7.5% on a compounding basis after completion of every year from the date of Commencement of License Fee of first fibre/space of this License Agreement.
- b) The Quarterly license fee / space rent and recurring dues shall be payable in advance for the following quarter by last working day of running quarter.
- c) The License Fee of Fibre shall be charged for the actual length of fibre handed over. However, the Central-St.Thomas Mount and Wimco Nagar depot-Airport metro sections shall be licensed in total and the License Fee shall also be charged on actual total length of fibre on these sections.
- d) The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum of 1 (one) sqm at selected location.

## 6. INSTRUCTIONS TO APPLICANT

- 6.1. The Applicant shall provide all the information requested in the Application. CMRL reserves the right to reject an offer that does not contain all the required information requested therein.
- 6.2. A General Draft License Agreement (Annexure-“8”) proposed to be entered into by CMRL with the selected Applicant as a result of this Application, is attached with this Application. The same shall be framed as per finally agreed terms of the contract.
- 6.3. The Application prepared by the Applicant and all correspondence/documents relating to the Application exchanged between the Applicant and CMRL shall be in English language.
- 6.4. The Application or the participation in Application process constitutes, no form of commitment on the part of CMRL, whether in respect of, selection or otherwise. Furthermore, this document confers neither the right nor the expectation on any Applicant, of License of fibre/site. Nothing in this Application or in any communication issued by CMRL shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 6.5. CMRL reserves the right to reject any or all of the Applications, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Applicant or any obligation upon CMRL. CMRL’s decisions in the matter of evaluation and conduct of Application process shall be final and binding on all participating Applicant. No compensation or claim or objection shall be entertained, on this account. The decision of CMRL regarding selection of selected Applicant shall be final and no queries or clarifications by any party shall be entertained in the matter.
- 6.6. CMRL has the right to reject Applicant from further consideration before the start of the Application process if it has reason to believe or apprehend that the inclusion of the said Applicant or Applicant may lead to misuse of the said fibres/spaces, or any other threat to the smooth functioning of the metro rail operations.
- 6.7. Each Applicant shall be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the Application process.
- 6.8. The selected Applicant shall also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc as per the applicable laws for operation of business.
- 6.9. The Applicant shall bear all costs associated with the preparation of the Application

and CMRL, in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the Application process.

- 6.10. CMRL reserves the right to reject outright, conditional Applications, without assigning any reason, whatsoever.
- 6.11. Applicant shall be liable for disqualification, if it is determined, at any stage of the process, that the Applicant shall be unable to fulfil the requirements of the project or of the technical/eligibility criteria at this stage. The Applicant shall have a valid Access Service License/IP Registration Certificate issued from Department of Telecommunication or any other duly government authorised agencies during the License period failing which it shall be treated as a Licensee's Event of Default.
- 6.12. For any query from Applicant, 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 shall be granted on that count or grounds that CMRL have not responded to any query or not provided any clarification.
- 6.13. At any time prior to the Application submission, CMRL may, for any reason, whether at its own initiative may modify the Application. All the Applicants are requested to be in touch with official website of CMRL i.e. [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) for latest updates.
- 6.14. CMRL reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever. Applicants are advised to remain in touch with CMRL official website i.e. [www.chennai-metro-rail.org](http://www.chennai-metro-rail.org) for latest updates regarding the Application.
- 6.15. It shall however be noted, that CMRL shall not discuss any aspect of the selection process. Applicant shall deem to have understood and agreed that no explanation or justification of any aspect of the selection process shall be given by CMRL and that CMRL's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process shall be entirely at the discretion of CMRL.
- 6.16. Applicant shall 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 License) then also, CMRL may annul the award. Further, the Applicant may be blacklisted for participation in any future tenderers of CMRL. In such a case CMRL shall forfeit the EARNEST MONEY DEPOSIT (if any) and Security Deposit (if any) held with CMRL.
- 6.17. The Applicant undertakes not to tamper/alter/correct/modify the document in any manner whatsoever. CMRL may out rightly reject the Applicant, with forfeiture of Earnest Money Deposit, in case it is found at any time that the Application Form has been tampered/modified/altered in any manner. Further, in case of selected

Applicant if it is found even after award of Application then also CMRL reserves the right to cancel the agreement, forfeiting all amounts in case of selected Applicant and also takes necessary legal action. The Applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever; in case CMRL takes necessary action in this regard.

- 6.18. Applicant shall not be allowed to modify or withdraw their Applications after the submission. Withdrawal of Application during the interval between date of Application submission and expiration of the Application Validity Period would result in forfeiture of the EARNEST MONEY DEPOSIT.
- 6.19. The Applicants are advised that all provisions of the Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/enforceable, and as such advised to conduct themselves in an orderly manner.
- 6.20. CMRL reserves the right to remove or add any Spare Optical Fibre as detailed in Application. The Applicant voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site as mentioned in application form.
- 6.21. In case of JV/ consortium, the Application shall be submitted by the lead member only, along with details of all members of the consortium.
- 6.22. In case of an Application by a JV/Consortium of firms:
  - a) There can be a maximum of 3 (three) members in a consortium. The member of one consortium shall not be a member of other consortium those are submitting the applications.
  - b) The capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation (“Relevant Members”). It is clarified that the financial capabilities of any other Group Company, or holding company or subsidiary company of any Applicant/consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the Consortium.
  - c) Each consortium must specify the proposed equity shareholding and nominate a Lead Member of the Consortium. This shall be enshrined in the Memorandum of Agreement (MOA) signed by all Consortium members and submitted along with this Application. (Please refer Annexure-“3” in this regard).
  - d) If the selected Applicant is a consortium of firms, then all the Consortium Members shall be a party to the License Agreement. The consortium shall have to furnish Power of Attorneys by all members of the consortium in favour of their authorized nominated official to enter into the Agreement, but the Consortium members shall continue to be jointly & severally responsible and liable for due performance of all the obligations and responsibilities assumed by

them under the Agreement.

- e) There shall be no change in the consortium's proposed shareholding structure as mentioned in the submitted Application, till the Completion of the tenure. If there are changes in the consortium structure before Completion of the tenure, the Applicant must take prior approval of CMRL.
- f) The Lead Members of the Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the Special Purpose Vehicle at all times. Any deviation from the above shareholding structure shall expressly be with the prior consent of CMRL.
- g) All members of the Consortium shall be liable jointly and severally, to honour with the terms and conditions of the License Agreement.
- h) All correspondence or communications shall be done by the Lead Member (or authorized representative of Lead Member) of consortium.
- i) Any individual Applicant or member of a consortium cannot be member in another consortium and participate in this Application.

6.27. APPLICATION VALIDITY: - The Application shall be kept valid for 180 days from the date of submission by the Applicant. In exceptional circumstances, prior to expiry of the validity period, CMRL may request the Applicant for a specified extension in the period of validity of the Application. The request and the response thereto shall be made in writing. Applicant may refuse the request without forfeiting his Earnest Money Deposit, Applicant agreeing to the request, shall not be required or permitted to modify his Application but shall be required to extend the validity of his Earnest Money Deposit accordingly.

6.28. Submission of Applications: -

- a) The Applicant should submit his Application without any conditions, qualifications, deviations etc to the Applications. Any Application containing deviations, conditions, qualifications is likely to be rejected.
- b) The Application must provide all the necessary information and CMRL reserves the right to reject any offer that does not contain all the information, requested for.
- c) The Application filled in all respect is to be submitted duly sealed as per following pattern:
  - (i) Envelope – 1; duly sealed and marked as “EMD and Application Cost”, containing- Earnest Money Deposit and APPLICATION cost online payment RTGS/NEFT transactions to CMRL bank account.
  - (ii) Envelope – 2; duly sealed and duly super-scribed “APPLICATION FOR

LICENSING OF SPARE OPTICAL FIBRES IN CMRL NETWORK”  
containing-

- A. All pages of this Application, including Application Form filled in all respect along with addendums, if any & other submissions must be signed as acceptance of terms and conditions mentioned therein by the “Authorized Signatory” of the Applicant.
  - B. A page-wise summary of all the documents be enclosed as a part of document, by the “Authorized Signatory” of the Applicant.
  - C. Applicant are required to submit a supporting Power of Attorney, authorizing the Signatory of the Application to commit the Applicant and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
  - D. In case of a Consortium, the Application shall be signed by the „Authorized Signatory“ of the Lead Member and the Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.
  - E. In case of consortium / company Affidavit as per Annexure – 1 & 2, Memorandum of Understanding (MoU) & Article of Association (AoA) as per Annexure – 3, Power of Attorney (PoA) as per Annexure – 4, Undertaking of responsibility as per Annexure - 7 to be submitted.
  - F. The declaration for the purpose of regulatory compliances as per format given as Annexure-“6” along with supportive documents.
- (iii) Envelope – 3; duly sealed Envelope No.1 and Envelope No.2 are to be placed in Envelope No.3 and duly super-scribed “APPLICATION FOR LICENSING OF SPARE OPTICAL FIBRE IN CMRL NETWORK”.
- 6.29. The Application complete in all respects as above, shall be submitted in the Tappal Section at Ground Floor of Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107 on working days.
- 6.30. APPLICATION OPENING
- a) The Applications received shall be opened in Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107. The Applicant is advised to remain present at the time of opening of Application at the intimated date and time.
  - b) Unacceptable and unresponsive Applications shall be rejected summarily.
  - c) Application if not accompanied by a valid Earnest Money Deposit, or is accompanied by an unacceptable or fraudulent Earnest Money Deposit shall be considered as non-compliant and summarily rejected.
  - d) The decision of CMRL regarding non-responsive/ unacceptable Application and fraudulent/ unacceptable/ non-compliant Earnest Money Deposit shall be final and binding to the Applicant.
- 6.31. Clarification of Application: - To assist in the examination, evaluation of



Application, the CMRL may, at his discretion, ask the Applicant for clarification of his Application. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the Application shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the CMRL in the evaluation of the Applications.

6.32. Examination of Applications and Determination of Responsiveness:- Prior to the detailed evaluation of Application, the

CMRL shall determine whether the Application:

- (i) meets the Technical requirements as per clause-4;
- (ii) has been duly signed and complete in all respect;
- (iii) is accompanied by the required EMD; and
- (iv) Provides clarification / substantiation, if required by CMRL.
- (v) is substantially responsive. If the Application is found to be substantially non-responsive, it shall be rejected by the CMRL. The Applicant shall not be allowed to make it responsive by correction or by withdrawal of the nonconforming deviation/ reservation.

6.33. EVALUATION OF APPLICATIONS

CMRL shall evaluate the suitability and acceptability of the Application as per terms and conditions of this Application.

6.34. ACCEPTANCE OF THE OFFER

- a) CMRL shall issue Letter of Acceptance (LOA) to the selected Applicant.
- b) The selected Applicant shall be required to send his unconditional acceptance of LOA within fifteen (15) days from the date of its issue. CMRL reserves the right to withdraw the LOA in the event of the selected Applicant fails to accept the LOA within the specified limit. In that event, CMRL shall forfeit the EARNEST MONEY DEPOSIT of the selected Applicant.
- c) The selected Applicant shall also have to deposit the first Quarterly License Fee, Maintenance Charges, Cable Tray Charges, applicable Service Tax and other charges such as mentioned in General Draft License Agreement etc, along with requested security deposit within 30 days from the date of issue of LOA. In case the selected Applicant failed to deposit the requisite demand as per Letter of Acceptance (LOA) within 30 days from date of issuance of LOA, an extended period to honour LOA with penal surcharge for late payment shall be applicable as under:

Days From issuance of LOA	Rate of penal surcharge
Up to 30 days	NIL
31 <sup>st</sup> to 45 <sup>th</sup> day	@ 4% flat on LOA amount

- d) After 45 days, from the date of LOA, LOA will stand cancelled and Earnest

Money Deposit submitted, stands forfeited in favour of “Chennai Metro Rail Limited”. The Applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. It is noted that the site shall be handed over only after the receipt of payments against Letter of Acceptance (LOA).

- e) The License Fee, Maintenance Charges, Cable Tray Charges, Goods & Service Tax and other dues thereto shall start from the date of “commencement of license fee”. No relaxation on this account shall be given or considered. The Applicant voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over possession of the site.
- f) Surrendering of license after payment of security deposit even without taking possession of fibres shall lead to forfeiture of security deposit and all other payments made. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

6.35. EXECUTION OF LICENSE AGREEMENT: - The selected Applicant shall be required to execute the License Agreement (Annexure-“8”) within 45 days from the date of issue of the Letter of Acceptance by CMRL as attached herewith as “Draft License Agreement” as Annexure-“8”. In case of selected Applicant is a Joint Venture/Consortium, the License Agreement shall be signed by Lead Member or his authorized representative of the JV/Consortia. In case being a company, the selected Applicant shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution,. The cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the selected Applicant.

6.36. CORRUPT & FRAUDULENT PRACTICES:- The Licensor (CMRL) requires that the Applicant and / or their agents observe the highest standards of ethics during Application and execution of this Contract. In pursuance with this policy, the Licensor: -

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
- b) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
- c) “fraudulent practice” means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of the Licensor, and includes collusive practice among Applicant (prior to or after Application submission) designated to establish Application prices at artificial non-competitive levels and to deprive the Licensor of the benefits of free and open competition.

- d) Breach of any of the contract condition during execution.
- e) Shall reject the Application or rescind the contract if the Licensor determines that the Applicant/Licensee has engaged in corrupt or fraudulent practices.
- f) Shall declare a Licensee ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if he at any time determines that the Licensee has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- g) The selected Applicant/Licensee shall apprise the Licensor through CVO, CMRL of any fraud/suspected fraud as soon as it comes to their notice.

6.37. Confidentiality of Application Information:- The Application, as listed above, and any addenda thereto, together with any further communications are issued for the purpose of inviting Applications only. The Applicant shall not disclose any information contained in the documents or otherwise supplied in connection with this Application invitation to any third party except for the purpose of preparing his Application. The Applicant shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the CMRL may reject the Application.

**7. APPLICATION FORM**

APPLICATION FORM No: **CMRL/PD/OFC/2014/438** dated \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

O/o Chief General Manager – P & BD,  
Chennai Metro Rail Limited,  
Admin Building, CMRL Depot,  
Poonamallee High Road, Koyambedu,  
Chennai – 600107

Sub: Application for License of Spare Optical Fibre in CMRL network.

With reference to this Application, I/we, having examined the Application and understood their contents, hereby submit my/our Application for Spare Optical Fibres of CMRL on License Basis. The Application is unconditional and unqualified.

1. I/ We acknowledge that CMRL shall be relying on the information provided in the Application and the documents accompanying the Application 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 Application 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 Application.
3. I/ We acknowledge the right of CMRL to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Application Document, issued by CMRL; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Application; 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 APPLICATION, in respect of any Application 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 Application, 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.
5. I/ We understand that CMRL may cancel the Application Process at any time and that you are neither bound to accept any Application that CMRL may receive nor to invite the Applicant to Application for the above subject, without incurring any liability to the Applicant, in accordance with provisions of the Application.
6. I/ We acknowledge and undertake that I/We fulfil the Technical Requirements. I/We have enclosed necessary documents in support of the Technical Requirements in the manner prescribed in Application.
7. I/We undertake to give full compliance to Technical Parameters of DoT, TRAI and other statutory authorities.
8. 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 Applicant, or in connection with the Application Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
9. In the event of my/ our being declared as the Selected Applicant, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Application Due Date through this Application. We agree not to seek any changes in the aforesaid draft and agree to the same.
10. I/ We have studied all the Application Documents carefully and also surveyed the CMRL stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CMRL or in respect of any matter arising out of or relating to the Application Process including the award of License.
11. I/ We offer Earnest Money Deposit to CMRL in accordance with the Application. The documents accompanying the Application, as specified in Application, have been submitted in a separate envelope.
12. I/ We agree and understand that the Application is subject to the provisions of the Application Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Application is not opened or rejected.
13. The application submitted by me/us after taking into consideration all the terms and conditions stated in the Application, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site/fibres and all the conditions that may affect the project cost and implementation of the project.

14. I/We shall be charged License fee and other dues as specified in Draft License Agreement. I/We shall pay the Quarterly license fee and other dues quoted for all licensed fibres/sites through Application process out of Spare Fibres mentioned in Annexure – “5” even if the whole quantity is not fully utilized. The cost of construction/fabrication and installation shall be borne solely by us/me. I/We shall also do the maintenance of all so fabricated and installed by me/us. I/We shall also maintain free of any encroachments as per directives of CMRL and keep the space neat and clean as per the requirements/ directives of CMRL. I/we understand that all electrical installations including wiring, meters etc. shall also become the sole property of CMRL at the end of the license period or upon premature termination of agreement.
  
15. Financial Application Statement- I/We shall also pay License fee, electricity consumption charges, Other Maintenance Charges, Cable Tray charges, all statutory taxes, etc. as mentioned in General Draft License Agreement (Annexure-8). I/We shall also pay service tax as applicable from time to time. I/we shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the first advance Quarterly license fee including all other charges and take possession of the licensed fibres/premises, within 15 days of all payments in accordance with LOA. The License fee for OFC & space rent, Other Maintenance Charges and Cable Tray charges shall be increased by 7.5% after completion of every year from the date of commencement of License fee on a compounding basis.

### SCHEDULE OF OFC SPARE DETAILS

Sl. No	Corridor	Section Name	Approx. Distance in Meters
1	2	Koyambedu to S.Thomas Mount	11177
2	1	Little Mount to Chennai Airport	8080
3	2	Koyambedu to Chennai Central Metro	10915.17
4	1	Little Mount to Washermenpet	15361.65
5	1 Extension	Washermenpet to Wimco Nagar Depot	11856
Total in Meters			57389.82
Total in Kilo Meters			57.39

### Financial Form

Sl. No	Corridors	Approx. Distance in Kms <b>(N)</b>	License fee (excluding all taxes) of spare fibres Per Pair per Km Per Month <b>(D)</b>	No of OFC Pairs Required (in No's) <b>(R)</b>		Total License fee (excluding all taxes) Per Month (in INR) <b>(N x D x R)</b>
				In Figures	In Words	Both in figures and words
1	1, 2 & 1 Extension	57.39	Rs.2,900			

16. I/We enclose a online payment RTGS/NEFT transactions UTR details -----  
----- dated ----- Rupees \_\_\_\_\_ only (in words), towards Earnest Money Deposit.
17. I/We enclose a online payment RTGS/NEFT transactions UTR details-----  
---- Rupees \_\_\_\_\_ only (in words), towards non-refundable cost of document. (if *Application is downloaded from website of CMRL*)
18. Payment of stamp duty on License Agreement, if any, to be executed in pursuance of this Application shall be borne by me/us.
19. I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from CMRL if Spare Fibre of any Spare Fibre as mentioned in Annexure – “5” / Inventories are not permitted due to court order/judgement/local laws/civil authorities. The cost of installation and their continued maintenance shall be borne solely by us. I / We shall not tap or draw electricity from any unauthorized source within CMRL’s jurisdiction.
20. I/ We agree and undertake by all the terms and conditions of the Application.
21. 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.

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

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

*(Following declaration is to be submitted only by the Applicant who have downloaded the APPLICATION from CMRL"s website)*

24. I/ We declare that the submitted APPLICATION's are same as available on CMRL"s website. I / We have not made any modification / corrections / additions etc. in the Applications. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Applications. In case at any stage, it is found that there is any difference in the downloaded Applications from the original Applications available at CMRL"s website, CMRL shall have the absolute right to reject my/ our Application 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 Application/ License Agreement.

In witness thereof, I/we submit this Application under and in accordance with the terms of the APPLICATION.

Yours

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

Place: Name and seal of Applicant



2. ANNEXURES TO APPLICATION  
Annexure-1

GENERAL INFORMATION OF THE APPLICANT

(Each member in case of JV / Consortium)

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters:
- (d) Address of registered office in India :  
(in case of foreign Companies)
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/Mobile Number :
  - (f) Fax Number :
  - (g) E-Mail Address :
3. In case of Consortium/JV:
  - (a) The information above (1 & 2) should be provided for all the members of the consortium.
  - (b) Information regarding the role of each member should be provided:

S/N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3			

Signed

(Name of the Authorised Signatory)

For and on behalf of (Name of the Applicant / Lead Member)

Designation:

Date:

Place:

Annexure-2

AFFIDAVIT

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

I, \_\_\_\_\_ S/o \_\_\_\_\_, Resident of \_\_\_\_\_, the \_\_\_\_\_

[Insert designation] of the [insert name of single Applicant / consortium member if consortium] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of \_\_\_\_\_ [insert name of company/consortium member] (hereinafter referred to as “Applicant/Consortium Member”) and I am duly authorized by the Board of Directors of the Applicant/Consortium Member to swear and depose this Affidavit on behalf of the Applicant/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for \_\_\_\_\_ (name of work) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

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 Application and as may be deemed necessary by CMRL.

3. I say that if at any point of time including the concession 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 shall entitle us to be disqualified from the Application process. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Application Form 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 own knowledge. No part of it is false and nothing material has been concealed.

Verified at \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_, 2022.

DEPONENT

Annexure-3

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

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

BETWEEN

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

AND

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

[AND

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

Whereas Chennai Metro Rail Limited (hereinafter referred to as “CMRL” has invited Applications for the “APPLICATION FOR LICENSE OF SPARE OPTICAL FIBRES IN CMRL NETWORK” in terms of the Applications issued for the said purpose and the eligibility conditions required that the Applicant for the same should meet the conditions stipulated by CMRL for participating in the Application by the Consortium for which the Application has been floated by CMRL.

AND WHEREAS in terms of the Applications both the parties jointly satisfy the eligibility criteria laid down for a Applicant for participating in the Application process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Application 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 Application process for “APPLICATION FOR LICENSE OF SPARE OPTICAL FIBRES IN CMRL NETWORK” in terms of the Application invited by Chennai Metro Rail Ltd., (CMRL).

2. That both the members of the Consortium have represented and assured each other that they shall be bound by the terms and conditions stipulated by CMRL for awarding the Application to the Consortium so that the Consortium may take up the aforesaid “APPLICATION FOR LICENSE OF SPARE OPTICAL FIBRES IN CMRL NETWORK”. “Site/fibre No. \_\_\_\_\_ at \_\_\_\_\_ Metro Station/Section” in case the Consortium turns out to be the selected Applicant in the Application being invited by CMRL for the said purpose.

3. That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Applicant, to participate in the Application for the said Application process for “APPLICATION FOR LICENSE OF SPARE OPTICAL FIBRES IN CMRL NETWORK”

4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the Application as well as doing all other acts and things necessary for submission of Applications such as Application Form etc., Mandatory Information, Financial Application. Etc., and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

(i) The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.

(ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.

(iii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.

6. That in order to fulfil the requirement of the allotment process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Vehicle (SPV) through

which the Consortium proposes to undertake the work.

7. That in case to meet the requirements of Applications 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.

8. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

9. 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 & Articles of Association of the proposed Special Purpose Vehicle to be got incorporated by the Consortium Members 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.

1.(_____)	2.(_____)	3.(_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

*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.

Annexure-4

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Power of Attorney

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

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

For

.....

Accepted

\_\_\_\_\_  
(signature)

(Name, Title and Address) of the  
Attorney

Note:

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

## SPARE OPTICAL FIBRES IN CMRL NETWORK

S.No	Section Name	Corridor	Available spare OFC Pair's	Station to Station Details for the section		Approx Distance in Meters
				From	To	
1	Chennai Central Metro to St. Thomas Mount	2	9	Chennai Central	Egmore	1220.31
2			9	Egmore	Nehru Park	1234.8
3			9	Nehru Park	Kilpauk	842.415
4			9	Kilpauk	Pachaippa College	1184.715
5			9	Pachaippa College	Shenoy Nagar	1241.73
6			9	Shenoy Nagar	Anna Nagar East	1219.365
7			9	Anna Nagar East	Anna Nagar Tower	1218.105
8			9	Anna Nagar Tower	Thirumangalam	833.91
9			9	Thirumangalam	Koyambedu	1919.82
10			9	Koyambedu	CMBT	1461
11			9	CMBT	Arumbakkam	1331
12			9	Arumbakkam	Vadapalani	1328
13			9	Vadapalani	Ashok nagar	1835
14			9	Ashok nagar	Ekkattuthangal	2369
15			9	Ekkattuthangal	Alandur	1505
16			9	Alandur	St.Thomas Mount	1348
17	Washermenpet to Chennai Airport Metro	1	8	Washermenpet	Mannadi	1735.65
18			8	Mannadi	High Court	964.215
19			8	High Court	Chennai Central	1691.025
20			8	Chennai Central	Govt Estate	1964.97
21			8	Govt Estate	LIC	977.445
22			8	LIC	Thousand Light	1116.99
23			8	Thousand Light	AG-DMS	2005.5
24			8	AG-DMS	Teynampet	960.54
25			8	Teynampet	Nandanam	922.635
26			8	Nandanam	Saidapet	1729.455
27			8	Saidapet	Little Mount	1293.39
28			8	Little Mount	Guindy	1387
29			8	Guindy	Alandur	1504
30			8	Alandur	Nanganallur Road	1108
31			8	Nanganallur Road	Meenambakkam	2450
32			8	Meenambakkam	Chennai Airport	1631

33	Washermpet to Wimco Nagar Depot	1	14	Washermpet	Sir Theagaraya College	1588
34			14	Sir Theagaraya College	Tondiyarpot	1257
35			14	Tondiyarpot	New Washermpet	1565
36			14	New Washermpet	Toll Gate	1338
37			14	Toll Gate	Kaladipet	1142
38			14	Kaladipet	Thiruvottiyur Theradi	1358
39			14	Thiruvottiyur Theradi	Thiruvottiyur	1674
40			14	Thiruvottiyur	Wimco Nagar	1148
41			14	Wimco Nagar	Wimco Nagar Depot	786



Annexure-6

DECLARATION FORM

1. Customer Name \_\_\_\_\_ :  
 \_\_\_\_\_ :  
 2. Address \_\_\_\_\_ :  
 \_\_\_\_\_ :  
 \_\_\_\_\_ :  
 \_\_\_\_\_ :  
 \_\_\_\_\_ :

3. Services provided : \_\_\_\_\_  
 4. details : \_\_\_\_\_  
 Contact Person with : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Telephone number : \_\_\_\_\_  
 Email Address : \_\_\_\_\_

5. Customer Category with Details:

Customer Type	Yes	No
Telemarketer		
Other Service provider		
Access Service provider/Infrastructure service provider		

In case of OSP / Telemarketer, please fill the below details:

a. License Type : \_\_\_\_\_ :  
 b. License Number / Registration ID : \_\_\_\_\_ :  
 c. Validity till (for OSP only) : \_\_\_\_\_ :  
 d. Date of issue : \_\_\_\_\_

e. Network Diagram detailing the connectivity attached. :

In case of ASP/Infrastructure service provider details of valid registration /License to be attached.

*All fields are required to be filled mandatorily*

Other Service Provider“ (OSP) means a company providing Application Services. Applications Services“ means providing services like Tele-banking, Tele-medicine, Tele-education, Tele-trading, e-commerce, call centre (Domestic & International) BPO/KPO, network operation centre Vehicle Tracking System, e-commerce, Long Range Alarm System, Bill Payment Terminal and other IT Enabled Services, by using Telecom Resources provided by Authorized Telecom Service Providers".

“Telemarketing” - Transmission of any message through telecommunication services for the purpose of soliciting or promoting any commercial transaction in relation to goods, investment or services. A “Telemarketer” - Person/ legal entity engaged in the activity of telemarketing.

We declare that the above information provided by us is correct and CMRL shall not be held responsible against any liabilities incurred such as losses costs and expenses and our failure to comply with existing telecom regulations and laws.

(Signature Witness)

Name \_\_\_\_\_  
\_\_\_\_\_

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

(Signature Customer)

Name:

Stamp

Annexure-“7”

UNDERTAKING OF RESPONSIBILITY

(on non-judicial Stamp Paper of Rs. 100 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 allotted to “APPLICATION FOR LICENSE OF SPARE OPTICAL FIBRES IN CMRLNETWORK “as follows:-

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 “APPLICATION FOR LICENSING OF SPARE OPTICAL FIBRES IN CMRL NETWORK” with CMRL.

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 not less than 30% or higher and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the complete tenure of this license agreement.

4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for license of the said shop \_\_\_\_\_, at \_\_\_\_\_ Metro station and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

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

2. \_\_\_\_\_

Annexure-“8”

GENERAL DRAFT LICENSE AGREEMENT

THIS AGREEMENT entered into at Chennai on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022

Between

Chennai Metro Rail Limited (CMRL) incorporated under the companies act, 1956 having its registered office at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai - 600107, hereinafter referred to as the “Licensor” or “CMRL” (which expression shall unless repugnant to the context mean and include it’s successors and assigns) of the First Party

AND

M/s -----, a Company incorporated under the provisions of Companies Act, 1956 and having its Registered office at -----, hereinafter referred to as the “Licensee” (which expression shall unless repugnant to the context or meaning there of include the successors and assigns) of the Second Party

WHEREAS

- a) CMRL is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. Chennai Metro Rail Limited is registered as Infrastructure provider category – I (IP-1) license with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. Certificate No. 518/2015 Dated: 15/05/2015 to establish and maintain the assets such as spare fibres, Duct space & Tower for the purpose of grant on license basis to the licensee for the telecom services.
- b) CMRL has necessary right to possess & license optical fibre cable (hereinafter referred to as OFC) along Metro track and has expressed its willingness to provide a part of its owned Optical Fibre for use to M/s----- is interested in having a long-term arrangement of using optical fibre network of CMRL
- c) CMRL with a view to part finance and operate its project through Business Development has invited Application for Licensing of Spare Optical Fibre, as listed in Annexure-“I”, hereinafter referred to as “optical fibre”.
- d) The offer submitted by the company/consortium/Joint venture being acceptable to CMRL.

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

- 1.0 The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

- 1.1 Letter of Acceptance no \_\_\_\_\_ dated \_\_\_\_\_.

- 1.2 Application form
  - 1.3 Any other document forming part of the Application process.
- 2.0 Scope of Work-
- 2.1 CMRL agrees to provide Spare Optical Fibres complying with the specification as per ITU-T.G-652 D.
  - 2.2 CMRL will make availability of the fibres in routs as mentioned in Annexure “I”.
  - 2.3 CMRL has also agreed to provide the LICENSEE a space in its station premises on license basis, if required by Licensee, at requested Metro Stations depending upon availability and feasibility on the terms and conditions hereunder contained. The space licensed shall be for the purpose of placement of telecommunication equipment’s for utilising Spare Fibre Licensed by CMRL.
- 3.0 The CMRL hereby agrees to license Spare Optical Fibre as listed in Annexure-“I” and a space in its station premises as indicated in Annexure-“II”. The actual length/area shall be measured and minor variation may occur. However, the payment of license fee on space rent shall be on pro rata basis as per the actual length of OFC/area allotted. Interest free security deposit shall not be readjusted as per variation in length/area handed over.
- 4.0 Tenure of License Agreement-
- The tenure of this License Agreement shall be 3 Years from Commencement of License Fee of the first pair unless otherwise terminated as provided in Termination clause in License Agreement. Tenure of the License Period of the Spare Optical Fibre or Space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over. License period can be extended further 3 years from Commencement of License Fee of the first pair unless otherwise terminated as provided in Termination clause. CMRL reserves the sole right, not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.
- 5.0 Interest Free Security Deposit / Performance Security: -
- 5.1 The Licensee shall pay Interest Free Security Deposit / Performance Security to CMRL in advance equivalent to one year license fees, at the rate applicable for first year of License Agreement.
  - 5.2 The interest free Security Deposit/ Performance Security shall be accepted in online payment RTGS/NEFT transactions to CMRL bank account.

5.3 Interest Free Security Deposit will be refundable after successful completion of License Period as provided in Termination/Surrender Clause and after adjusting any payable dues, without any consideration of interest.

5.4 CMRL reserves the right for deduction of CMRL dues from Licensee's Interest Free Security

Deposit for: -

5.4.1 Any amount of penalty imposed by CMRL for any violation of terms and conditions of license agreement, committed by the Licensee.

5.4.2 Any amount which CMRL becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.

5.4.3 Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf. Any outstanding payment of CMRL remained due after completion of actions as per agreement.

5.5 Once the amount under Clause 5.4 is debited, the Licensee shall replenish the Security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

5.6 Earnest Money Deposit: - The Earnest Money Deposit given along with Application shall be adjusted against the Security Deposit.

6.0 That the "LICENSEE" hereby covenants as follows;

6.1 I/We hereby offer to take up the Spare Optical Fibre (As per Annexure-"I") and Space (As per Annexure-"II") on license basis and operate thereon as per terms of this agreement.

6.2 I/We shall pay to CMRL on Quarterly basis all payments requested as per details and rates indicated in the table below-

Sl No	Item	Rates for Licensing of Spare Optical Fibres	Rates for Licensing of Space (If required and allotted)
1	Licence Fee	Rs. 2,900/ per pair per km per month	Rs13,000/- Per Sqm Per Month
2.	Maintenance Charges		Rs 3,500/- Per Month Per Location
3.	Cable Tray Charges for use of	Rs 1,750/- per Month Per Station	

	existing cable tray *route		
4.	One- Time Supervision Charges*	Rs 25,000/- per station	-----
5.	Usage Charges of Power	As per TANGEDCO rates and associated deposits and charges as applicable form time to time on back to back basis	
6.	Back Up Power	If opted for subject to availability. Usage charges as worked out by CMRL on actual shall be extra	
7.	Interest Free Security Deposit	12 months license fee and space rent applicable for the first year of the License Agreement.	

**Note:1\*** -For requirement for a new cable tray route as per specific requirement of the licensee, cable tray to be lay by Licensee after approval of CMRL.

**Note:2\*** - If Licensee is requested for additional OFC pair (s) in the existing operational network, the cable tray charges and one time supervision charges are excluded.

- 6.3 Commencement of License Fee- The License Fee shall commence from 45 days after the date of handing over of first pair of OFC/ space.
- 6.4 Maintenance & repairing of fibres laid by CMRL will be done by CMRL and other lead out fibre by the Licensee will be done by the Licensee. All repairing of fibre should be done after getting proper permission from CMRL.
- 6.5 The fibres intended to be taken shall be jointly tested by Licensee Engineer with CMRL personnel. The fibres length as measured through OTDR (Arranged by Licensee) shall be taken towards the payment consideration.
- 6.6 Licensee shall provide their conduit pipe beyond CMRL cable tray to extend their cable for lead out.
- 6.7 Fibres can be tapped at any station as per requirement of Licensee.
- 6.8 No dropping of fibres in between two stations (i.e on viaduct or tunnel) shall be permitted by CMRL.
- 6.9 Use of fibres & plan of fibres distribution & installation of distribution box shall be submitted in detail & in advance by Licensee.
- 6.10 The optical cables are terminated in telecom closet room present at platform level of the station. Licensee shall have to extend fibres from telecom closet room to their location at their own cost.
- 6.11 The allotted fibres shall be within the specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm.

- 6.12 CMRL will provide necessary approval for splicing and installation of fibre management and distribution required to be carried out by licensee in CMRL premises.
- 6.13 Entry in CMRL premises shall be permitted for specific work on prior approval only.
- 6.14 Licensee shall not create any infrastructure and functionary which shall create any kind of hindrance pertaining to CMRL's functioning, business and security.
- 6.15 The licensee shall at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account shall be entertained by the licensor.

#### 7.0 Payment Terms-

- 7.1 The License Fee of Spare Optical Fibre, License Fee of space, Cable Tray Charges and Maintenance Charges shall be increased annually by 7.5% on a compounding basis after completion of every year from the Commencement of License Fee of first fibre/space of this License Agreement.
- 7.2 The first Quarterly License Fee, Cable Tray Charges, Maintenance Charges and deposits shall be payable within thirteen (30) days from the date of issue of acceptance/allotment letter and before taking possession of the licensed fibre/space.
- 7.3 The Quarterly license fee / space rent and recurring dues shall be payable in advance for the following quarter by last working day of the running quarter.
- 7.4 The License Fee of Fibre shall be charged for the actual length of fibre handed over.
- 7.5 The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum of 1 (one) sqm at selected location.
- 7.6 All taxes and duties imposed by Central/State government or local bodies shall be extra and shall be paid by Licensee. Service tax and any other statutory levies as and when specified by Govt. shall be payable by Licensee.
- 7.7 The space provided for equipment's may be Air-conditioned. Capital cost of Air-conditioning along with maintenance cost shall also be part of monthly/ Lump sum rentals. If Air-condition is not provided by CMRL and licensee needs Air-conditioning on said space, licensee shall install Air-Condition on its own cost as per the CMRL specifications with prior approval.
- 7.8 In case of non-payment of license fee and other dues, the licensee voluntarily agrees to permit the licensor "CMRL" to disconnect all utility services



including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

- 8.0 Additional Fibres: - If in future any additional spare capacity developed in CMRL to License the Spare Optical Fibre, the same can be licensed to Licensee on mutually agreed terms and conditions. Cable Tray charges and one time Supervision charges are not applicable if additional OFC fiber(s) allotted to existing Licensee. CMRL reserves the right to not license such fibres without assigning any reasons whatsoever. Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such license is not granted.
- 9.0 That the LICNSEE shall, at his own cost and space, employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.
- 10.0 That the LICENSEE shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
- 10.1 Supervise the operations in the said premises.
- 10.2 They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
- 10.3 Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- 10.4 Ensure that fire detection and suppression measures where installed inside his premises and kept in good working condition. The Fire Office/authorized personnel, of the licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the licensor shall be borne solely by the licensee.
- 10.5 Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 10.6 Ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by CMRL including TETRA based train radio system. If any interference is noticed, than the licensee shall take all necessary steps at his own risk and cost to remove such interference.

Failure to do so within a period of two working days authorizes the licensor to take all necessary steps to prevent this interference at the risk and cost of the licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the licensor. Test reports and any other supportive documentation as may be required/ requested by CMRL, shall have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of CMRL to this effect.

- 11.0 The Licensee also agrees to utilize the telecommunication infrastructure of CMRL on commercial terms where ever technically feasible first, before considering alternate facilities. The licensee shall use the premises only for the purpose for which it has been licensed. The licensor reserves the right to penalize the licensee up to Rs. 5000/- per occasion per site, where there has been misuse of the premise or the use of telecommunication equipment diverted to other commercial purpose within the CMRL system.
- 12.0 The licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and CMRL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 13.0 In case of any damage to CMRL property during installation, for actual costs whatsoever for restoration to its original position shall be recovered from the licensee and same shall not be challenged in whatever manner.
- 14.0 That the LICENSEE hereby indemnifies CMRL against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of LICENSEE personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 15.0 That the LICENSEE hereby agrees that CMRL shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of CMRL. LICENSEE hereby indemnifies CMRL against the claims made by LICENSEE's employees against CMRL.
- 16.0 That LICENSEE hereby undertakes to discharges 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 connections with the employment of its personnel in the said premises by LICENSEE.
- 17.0 That no tenancy/sub-tenancy is being created by CMRL in favour of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
  - 17.1 That the LICENSEE shall not have or claim any interest in the said premises/fibre as a tenant/sub-tenant or otherwise;

- 17.2 That no right as a tenant/sub-tenant or otherwise is purported is intended to be created or transferred by CMRL in favour of LICENSEE in or in respect of the said premises/fibre, except to carry out their activities over the granted space under this License Agreement; and
- 17.3 That the rights, which LICENSEE shall have in relation to the said premises/fibre, are only those set out in this agreement.
- 18.0 The relationship between CMRL and LICENSEE under and or in pursuance of this license 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.
- 19.0 CMRL's covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Licensed Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:
- 19.1 CMRL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by CMRL or by any other person claiming by, through or under CMRL.
- 19.2 That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the CMRL or by any person or persons claiming through under or in trust for him.
- 19.3 That 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 fulfilment of the other terms and conditions of the license agreement. CMRL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by CMRL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by CMRL shall be done by license.
- 19.4 On operational ground, the LICENSOR may ask the licensee to shift their

equipment's / poles to some other alternative location within the same/ other station. Accordingly, the Licensee shall be bound to shift their equipment's / poles within the given time period on his own expenses. The licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if the licensee is not willing to shift their equipment's to the alternate given space due to any reason, the licensee can part surrender the said space or surrender the agreement. In this case, the security deposit shall be adjusted/ returned, accordingly.

20.0 Breach of Contract: If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the licensor CMRL shall be at liberty to terminate thereafter this license by giving the LICENSEE thirty days' notice in writing and upon the expiry of the period of such notice, this agreement is liable to be terminated, Consequent upon such termination of agreement, CMRL shall also forfeit the (interest free) security deposit

21.0 Termination / Surrender

21.1 If the LICENSEE is desirous of terminating or surrendering the license hereby created, it shall give to CMRL, six months advance notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. CMRL shall refund the security deposit after recovery/adjustment of any amount/s due to it.

21.2 In all other case of termination, the interest free security deposit / performance security shall be forfeited by CMRL and all outstanding dues shall be payable to CMRL.

21.3 Upon termination of this Agreement by licensor for any reason whatsoever:

21.4.1 LICENSEE shall forthwith vacate the said premises/fibre and remove its furniture, fixtures, equipment as well as its personnel from the said premises/fibre without causing any damage to the property of CMRL. The licensee shall hand over the vacant possession of the licensed space to the concerned Station Manager/ Station Controller or his authorised representative in good condition except normal wear and tear due to efflux of time or act of god.

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

21.4.3 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been

incurred prior thereto.

21.4.4 Consequent to issue of termination letter, the said premises/fibre shall become free of all encumbrances for re-marketing after 60 days' vacation period from the date of termination of License Agreement.

21.4.5 After completion of the tenure of the license/pre-mature termination/surrender, the licensee voluntarily agrees to remove all his belongings/equipment installed by licensee on the premises within 60 days from the issue of notice of completion of tenure of the license/pre-mature termination/surrender. If the LICENSEE fails to vacate the property within a grace period of 60 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the license fee for licensed fibres and space at the double rate of License Fee applicable at that time for the whole period of unauthorized occupancy.

22.0 Force Majeure: -Neither CMRL nor the LICENSEE shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure as under:- Any of the following events resulting in material adverse effect shall constitute a Force Majeure Event:

22.1 Earthquake, Flood, inundation, landslide;

22.2 Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;

22.3 Fire caused by reasons not attributable to the Concessionaire;

22.4 Acts of terrorism; and

22.5 War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or civil war;

22.6 Strikes or boycotts, other than those involving the concessionaire, its contractors or their employees, agents etc.; and

22.7 Any other similar things beyond the control of the Party except Court or similar bodies"

22.8 Judgments/instructions.

If the Force Majeure conditions persist for more than 7 days, the License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis.

Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the either party may be entitled to, though not being obliged to

terminate this agreement.

- 23.0 Indemnity- The licensee shall indemnify and hold harmless to the licensor company, its representatives, directors, officers and employees against any & all losses liabilities, claims, demands, actions & damages (including attorneys fee) occurred/caused/suffered by them directly or indirectly due to wilful acts or omissions of carelessness or negligence on the part of licensee based upon, arising out of, in relation/connection to or otherwise in respect of premises and / or this agreement.
- 24.0 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and CMRL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 25.0 The Licensee shall maintain the validity of certificates required in Technical Requirements of Application during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.
- 26.0 In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of CMRL or such causes where the supply of CMRL is affected by a cause or causes over which CMRL has no control, CMRL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 27.0 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises/fibre for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 28.0 That the LICENSOR on behalf of CMRL and LICENSEE represent and warrant that they are empowered, authorised and able to make this agreement.

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

IN WITNESS WHEREOF the LICENSEE and the CMRL have set their hands hereunto on the day, month and year

DATE

Shri -----

FOR AND ON BEHALF OF  
CHENNAI METRO RAIL  
LIMITED

DATE

Shri -----

FOR AND ON BEHALF OF  
\_\_\_\_\_

first written above in the presence of the following witnesses.

-----  
CMRL

-----  
Licensee

## GENERAL TERMS AND CONDITIONS OF AGREEMENT

- 29.0 Transfer: - The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part there of save with the prior permission in writing of the licensor.
- 30.0 Non-payment of license fee and other dues.
- 30.1 The licensor may be issuing invoice around 30 days prior the start of the Billing Cycle. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office, if required, of the Authorized representative of the licensor (CMRL), before the due date. Non- receipt of invoice shall not be consideration for delayed or non-payment of dues.
- 30.2 Licensee shall clearly mention the details of payment deposited. In the case of non-submission of such details, initially THIRD party dues i.e. statuaries dues / liabilities shall be settled (mandatory liabilities of CMRL) then others dues / liabilities like electricity, OMC etc., and lastly License fee shall be accounted for.
- 30.3 If the Licensee does not pay the due amounts by the due dates, the LICENSEE shall be liable to pay the dues along with an interest of 24% per annum on compounding basis on the outstanding dues falling in the arrear and for the delayed period in no. of days. Interest shall continue to accrue till the license fee and other dues are finally squared up.
- 30.4 In case of non-payment/ part-payment of License Fee and other dues by Licensee by the stipulated due date a 15 days CAUTION NOTICE shall be issued by CMRL. Electricity & other utilities shall be disconnected on 15<sup>th</sup> day of issue of this notice. Non-payment of license fee and other dues within the 15 days shall constitute breach of the terms of this agreement (Breach of Contract). Therefore, if the full payment is not received within 15 days cure period, CMRL will issue 1 MONTH'S TERMINATION NOTICE as stipulated in Clause under heading "Breach of Contract". In no case payments shall be allowed to remain outstanding for a maximum period of 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the license agreement shall be terminated.
- 30.5 No opportunity of any kind shall be given in the matter after expiry of

termination notice & the contract shall stand terminated after the expiry of 1 Month's Termination Notice. Any representation or any request shall only be entertained if the Licensee deposit 100% outstanding dues within 15 days of issue of termination notice and a written request in the matter. The TERMINATION ORDER shall be issued to the Licensee duly communicating the date of termination of the contract and further actions shall be taken as per termination clauses of this agreement.

- 31.0 Failure to comply with agreement: - If the LICENSEE, at any time, fails or neglects to perform or observe any terms and conditions of this license agreement, CMRL may revoke the license agreement by giving 30 days termination notice in writing to the LICENSEE, without prejudice to any right, action or remedy of the licensor in respect of any antecedent. The licensee covenants not to claim any compensation in this regard.
- 32.0 Finishes: - The licensed space shall be handed over by CMRL "as is where is basis". The LICENSEE shall develop the licensed space as per his requirements. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor and other concerned departments at its own cost and expense.
- 33.0 Use of Premises
- 33.1 The subject site can be used for placement and operation of mobile telecommunication equipment for enhancement of cellular signals or linking of fibres only.
- 33.2 The LICENSEE at his own cost shall take the necessary statutory certificates and approvals. The LICENSEE is not allowed to use the site for retail of products or services.
- 33.3 LICENSEE may, if he so elects, install and operate within the licensed premises telecommunication equipment's. Such equipment shall be maintained in a neat & clean condition and shall comply with all applicable laws and ordinances. A separate area shall be earmarked within the licensed space for the purpose of storage of equipment's, etc.
- 33.4 Licensee shall ensure a high standard of hygiene and cleanliness in the licensed space so as to create a very clean and healthy environment. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE shall be the sole responsibility of the LICENSEE only and CMRL shall have no legal obligations or liability towards the injured.
- 33.5 Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.
- 33.6 The Licensee agrees voluntarily and unequivocally to provide un-fettered



access to the fire officer 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. Non-compliance may be treated as breach of contract and license shall be terminated.

- 33.7 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/authorised representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the licensee. 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.
- 34.0 “As is where is basis”: -That the LICENSEE shall be licensed the said Spare Optical Fibre/premises, 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. Licensee shall not be entitled to any compensation for any additions carried out by them in the licensed premises.
- 35.0 Preparation of Spare Optical Fibre/Premises: - The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to CMRL within 30 days of issue of LOA. CMRL shall have the right to approve the LICENSEE’s preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by CMRL shall be mandatory.

As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:

- 35.1 General design notes
- 35.2 Single line floor plan
- 35.3 Electrical location plan
- 35.4 Equipment layout
- 35.5 Finish plan
- 35.6 Lighting, air-conditioning and miscellaneous electricity load required
- 35.7 Electrical wiring plan and telecommunication and data wiring.

- 35.8 HVAC (Heating, Ventilation and Air Conditioning) drawing.
- 35.9 Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
- 35.10 Provisions and measures for fire safety and fire fighting.
- 36.0 Infrastructure Facilities
- 36.1 CMRL will attempt to provide the services such as electricity, where committed in writing during the negotiation / Application process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of license fee or deferring of the same on this account.
- 36.2 Electricity: - As per terms and conditions given in PROVISION OF ELECTRICITY SECTION, all costs associated with provision of electricity shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity.
- 36.3 Air-conditioning / Refrigeration Load: - The LICENSEE shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/refrigeration within the said premises shall be arranged as required by the LICENSEE at his own cost. Capital cost of Air-conditioning if provided by CMRL along with Maintenance cost will also be part of monthly / Lump sum rentals.
- 36.4 Telephone: -CMRL may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the licensee from the telephone company at his own cost. CMRL reserves the right to not to give such permission.
- 36.5 Encroachment: - The LICENSEE shall strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine / compensation @ Rs. 500/- on the first occasion, Rs. 2000/- on the second occasion and Rs. 3000/- on the third occasion shall be imposed by CMRL. Thereafter CMRL reserves the right to revoke the license and forfeit the interest free security deposit.
- 36.6 Re-connection Charges: - The licensee voluntarily agrees to make reconnection charges of Rs. 100/- per occasion for reconnection of utilities

including electricity supply which may have been disconnected by the licensor for whatsoever reasons.

- 36.10 Security Arrangement: - The LICENSEE shall ensure safety and security of licensed space. CMRL in any case shall not take any responsibility. However, in the event of any theft/loss of any nature, the licensee shall indemnify and keep indemnified CMRL for any losses on this account.
- 37.0 Overall control: - That 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 fulfilment of the other terms and conditions of the license agreement. CMRL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by CMRL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper precautions as advised by CMRL shall be taken by license. The loss due to obstruction so caused on the business of the licensee shall not be borne by CMRL.
- 38.0 Services Provided by CMRL: - Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by CMRL may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, CMRL shall not be liable to the LICENSEE therefore provided however that CMRL shall use its best efforts to restore such services as soon as reasonably possible.
- 39.0 Maintenance & Repairs:-
- 39.1 That the LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of CMRL. If the major repairs or maintenance required to be carried out by CMRL are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to CMRL.
- 39.2 Provided however, that the LICENSEE shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Licensed Premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 40.0 Alterations and Renovations: - The LICENSEE shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or

damaging the main/shell structure of the said premises. The LICENSEE shall need to take prior written approval from CMRL through a written notice prior to commencement of any alteration works and if necessary CMRL reserves the right to ask for and review the renovation plan/drawings before providing consent.

The LICENSEE shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by CMRL including any extra security costs, which are caused by, or in connection with, the works shall also be to the LICENSEE's account. The occupant shall have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants shall be briefed on the requirements by CMRL.

- 41.0 Signage: - The LICENSEE shall have the right to put up signage- inside/or outside the premises only at the premises or site entrance. The signage may be illuminated or non-illuminated at the LICENSEE's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE shall need to obtain a written approval from CMRL by way of a notice before putting up any form of signage and CMRL reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls that may be issued by CMRL.
- 42.0 Misuse: - The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and CMRL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the licensee only. The Licensee shall indemnify and keep indemnified CMRL for any losses on this account.
- 43.0 Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by CMRL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Chennai Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Advisor (Signal), CMRL. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply

with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of licensee.

- 44.0 Assignment and Subletting: - Any form of assigning the right to the License or subletting the whole or part thereof of the Licensed Premises/fibre, shall strictly not be permitted at any point during the license period and violation of the same, shall lead to the revoking of the license, with CMRL reserving the right to forfeit all interest free security deposits and payments made.
- 45.0 Taxes and Other Statutory Dues: - The LICENSEE shall pay all charges, assessments, water and electricity rates and charges and any other charges /fee that may be levied, assessed or charged against the said premises. The LICENCEE shall also pay the following charges as applicable:
- 45.1 Legal documentation charges as pertaining to the License.
  - 45.2 Stamp duty on each document under Indian Stamp Act 1899.
  - 45.3 Fee and other charges, as payable to appropriate authorities under law.
  - 45.4 Any taxes and duties to statutory authorities. Service Tax and surcharge thereon as applicable from time to time shall also be paid by the licensee.
  - 45.5 Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
- 46.0 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) and any damage to CMRL property occurring in the said premises, including death or injury and any damage to CMRL property caused by the sole negligence of the LICENSEE or the LICENSEE's failure to perform its obligations under the agreement. Upon CMRL's request, the LICENSEE shall submit to CMRL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the licensor (CMRL) harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.
- 47.0 Compliance with other acts: - The LICENSEE shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to workers compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel and it is agreed they shall at no point of time be or construed to be employees of CMRL and the LICENSEE shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Employee's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of

its personnel.

- 48.0 Employees conduct: - The LICENSEE shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
- 49.0 Other Penalty Clauses: - Licensor reserves the right to impose the penalty on Licensee up to Rs. 5,000/-per offence on the following offences:
- 49.1 Not following the instructions of the CMRL Administration Regarding Operation of licensed space even after 10 days from the date of issue of notice.
- 49.2 Any staff of Licensee found in drunken condition / indulging in bad conduct.
- 49.3 Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty.
- 49.4 Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
- 49.5 Improper maintenance & defacement of the Metro Property.
- 49.6 Dishonour of Drafts & Cheques given by Licensee in favour of CMRL.
- 49.7 Not following safety and security norms as may be indicated by authorized representative of CMRL O&M department.
- 49.8 Misbehaviour with staff and commuters of CMRL.
- 49.9 Not following instructions issued by CMRL from time to time and other violations of the contract agreement.
- 50.0 All penalties mentioned in this agreement shall be doubled after completion of 3 years of license agreement.
- 51.0 Defaults by LICENSEE: - The occurrence of any one or more of the following event shall constitute an event of default by the LICENSEE:

The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by CMRL to the LICENSEE, provided however, that if the nature of the LICENSEE's default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion;

The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;

The appointment of a trustee or receiver to take possession of substantially all of LICENSEEs assets;

The attachment, execution or other judicial seizure of all of LICENSEEs assets.

- 52.0 CMRL's Remedies: - Upon the occurrence of any event of default under the license agreement by the LICENSEE, then CMRL in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and CMRL may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of CMRL and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save CMRL harmless from any costs or damages occasioned CMRL thereby, and no such re-entry shall be construed to be a forcible entry. CMRL shall continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.
- 53.0 In case, Licensee is a Consortium, there shall be no change in Consortium's proposed shareholding structure as mentioned in the submitted Application, till the Completion of tenure of License agreement. If there are changes in the consortium structure before Completion of the tenure, the Licensee must take prior approval of CMRL.

#### 54.0 **Dispute Resolution**

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

#### 54.2. **Adjudication:**

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

54.2.2 The sole-member Adjudicator shall be nominated by the Managing Director of the Licensor (CMRL) at his discretion. He may also be an officer of CMRL, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of CMRL and shall be shared by both the parties. The Adjudicator shall reach

a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

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

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

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

The dispute shall be referred to a sole-member Arbitral Tribunal. Such sole-member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by the Licensor, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

54.3.2 If the party seeking Arbitration is the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred in clause 54.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. If the party seeking Arbitration is the Licensor, it shall forward such proposal to the Licensee along with the nomination of an Arbitrator from the list referred to in clause 54.3.1 above.

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

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



The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either party may propose to the other party for referring the dispute to Arbitration. If the proposal is initiated by the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred to in clause 54.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. The Licensor (CMRL) shall nominate its Arbitrator from the said list within 15 days thereafter.

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

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

54.3.7 The two arbitrators nominated by the licensee and the licensor as above, shall appoint the Presiding Arbitrator from the list referred in clause 54.3.1 above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.

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

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

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

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

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

54.8. The venue of the arbitration shall be Chennai. All proceedings of such arbitration shall be in the English language. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.

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

54.10. **Governing Law:** - This Agreement will be construed by and governed in accordance with the laws of India. The Parties submit to exclusive jurisdiction of the courts of Chennai.

55. Notices: - That any notice under the terms of this License shall be in writing by registered post / Speed Post /delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, cancellation / termination / surrender etc. shall be carried out from the office of the Advisor (Signal) CMRL or by his duly authorized representative. All Notice shall be addressed as follows:

If to CMRL at

\_\_\_\_\_

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

If to LICENSEE at

\_\_\_\_\_

as Indicated in Page 1 of agreement

## Details of Optical Fibres

S.No	Section Name	Corridor	Total fiber pair available	Station to Station Details for the section		Approx Distance in Meters
				From	To	
1	Chennai Central Metro to St. Thomas Mount (22.092 KM)	2	9	Chennai Central	Egmore	1220.31
2			9	Egmore	Nehru Park	1234.8
3			9	Nehru Park	Kilpauk	842.415
4			9	Kilpauk	Pachaippa College	1184.715
5			9	Pachaippa College	Shenoy Nagar	1241.73
6			9	Shenoy Nagar	Anna Nagar East	1219.365
7			9	Anna Nagar East	Anna Nagar Tower	1218.105
8			9	Anna Nagar Tower	Thirumangalam	833.91
9			9	Thirumangalam	Koyambedu	1919.82
10			9	Koyambedu	CMBT	1461
11			9	CMBT	Arumbakkam	1331
12			9	Arumbakkam	Vadapalani	1328
13			9	Vadapalani	Ashok nagar	1835
14			9	Ashok nagar	Ekkattuthangal	2369
15			9	Ekkattuthangal	Alandur	1505
16			9	Alandur	St.Thomas Mount	1348
17	Washermenpet to Chennai Airport Metro	1	8	Washermenpet	Mannadi	1735.65
18			8	Mannadi	High Curt	964.215
19			8	High Curt	Chennai Central	1691.025
20			8	Chennai Central	Govt Estate	1964.97
21			8	Govt Estate	LIC	977.445
22			8	LIC	Thousand Light	1116.99
23			8	Thousand Light	Gemini	2005.5
24			8	Gemini	Teynampet	960.54
25			8	Teynampet	Nandanam	922.635
26			8	Nandanam	Saidapet	1729.455
27			8	Saidapet	Little Mount	1293.39
28			8	Little Mount	Guindy	1387
29			8	Guindy	Alandur	1504
30			8	Alandur	Nanganallur Road	1108
31			8	Nanganallur Road	Meenambakkam	2450
32			8	Meenambakkam	Chennai Airport	1631
33			14	Washermenpet	Sir Theagaraya College	1588

34	Washermenpet to Wimco Nagar Depot (11.856 KM)	1	14	Sir Theagaraya College	Tondiyarpet	1257
35			14	Tondiyarpet	New Washermenpet	1565
36			14	New Washermenpet	Toll Gate	1338
37			14	Toll Gate	Kaladipet	1142
38			14	Kaladipet	Thiruvottiyur Theradi	1358
39			14	Thiruvottiyur Theradi	Thiruvottiyur	1674
40			14	Thiruvottiyur	Wimco Nagar	1148
41			14	Wimco Nagar	Wimco Nagar Depot	786

## Details of Space

Sr. No.	Station Name	Line	Approx. Area in Sq. Meters

Annexure "III"

The Acceptance Certificate

We hereby confirm commissioning of Spare Fibre Link between \_\_\_\_\_ to \_\_\_\_\_ with \_\_\_\_\_ number of Fibre Pairs. The link details are as follows based on the attached OTDR traces. The link is now ready and available for use of Licensee

From Station----- To Station -----

OTDR Reading:	TRACE	TRACE	DISTANCE	LOSS
_____nm	DATE & TIME	Name	Mts.	( db)

Fiber No.1 A-B

1 B-A  
Fiber No.2 A-B

2 B-A  
Fiber No. A-B

B-A

Power Reading Tx (dB)=0db,1550nm Tx-Rx(dB)

-----  
Fiber No.1 A-B

1 B-A

FiberNo.2 A-B

2 B-A

Link Distance (Kms):

Signature

Signature

Date

Date

For Licensee.

For CMRL

Handing Over Note

Date: \_\_\_ / \_\_\_ / 2022

Site Admeasuring \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ Sqm,

at ..... Metro Station (site no./ Location of the site may be added).....is handed over to the licensee, through Shri.....of M/s \_\_\_\_\_ office at..... on..... (date) ..... at.....(time),

In the presence of .....

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

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
S,T & AFC Cell

\_\_\_\_\_  
MEP

\_\_\_\_\_  
Operations

Taking Over Note

Date: .....2022

Vacant possession of the site No. .... Admeasuring  
.....\*.....=..... Sqm, at..... Metro Station  
is Taken over by SM/SC on .....(Date).....(Time) from the  
Licensee Through Sh./Smt./M/s \_\_\_\_\_ in the presence of  
.....

.....	.....	.....
.....	.....	.....
Licensee	S,T&AFC Cell	Operations



## Annexure-V

### Rules and Guidelines for Release of Electric Power

1. Electrical power required for commercial activity within footprint of metro station is required to be sourced from existing available source of CMRL at stations. Availing power supply from outside agencies in CMRL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available CMRL power network, which is reliable having adequate redundancy.
3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached at Annexure- V (A). However, if the Licensee requires to provide any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of CMRL.
  - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel. Internal distribution with metering arrangement to be done Licensee with approval from CMRL.
  - b) CMRL provides power supply to nearest point and the actual consumption charges to be paid to CMRL based on rates prescribed by the TANGEDCO on time to time basis.
4. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
5. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of CMRL. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
6. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in licensed premises in all respect.
7. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
8. Tariff: Rate of electricity shall be charged from Applicant at which concerned TANGEDCO would be charging, had they obtained electric connection from them.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of UG stations.
11. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

## Annexure- A

### Specification of Air Conditioner

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

#### General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-32 / R410A with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 &2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anticorrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating

test conditions.

- 8 Galvanized sheet shall conform to IS:277/2003.
- 9 Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be R-32 / R410A.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
15. Outdoor units noise level to be within 70+/-5db at 1 meters distance.
16. Layout plan of locating outdoor and indoor AC units with interconnecting copper pipes to be submitted to CMRL for approval.
17. Proper barricading of Outdoor units should be provided so that it will not cause any inconvenience to commuters.
18. Responsibility of safeguarding indoor, outdoor units with copper refrigerant pipes lies with Licensee and CMRL is not responsible for any damage/ theft of the same.
19. The condensate drains from various indoor units to be properly interconnected to reach the station main drain such that it doesn't litter around station premises.
20. The Licensee to make good of the walls while breaking for any installation of copper/ drain pipes.
21. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
  - i. Suction line copper pipe of 0.70mm thickness.
  - ii. Liquid line copper pipe of 0.70mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line

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